

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



ITEM: 11.1
(ID # 24169)

MEETING DATE:
Tuesday, February 27, 2024

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Accept Low Bid and Award the Contract for the Perris Valley Channel Sediment Removal, Project No. 4-0-00010, District 5. [\$1,002,860 Total Cost - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid submitted by the firm of Zusser Company, Inc. for One Million Two Thousand Eight Hundred and Sixty Dollars (\$1,002,860) for the construction of the above-referenced Project;
2. Award the contract to Zusser Company, Inc., and authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Construction Agreement on behalf of the District; and
3. Direct the Clerk of the Board to return three (3) copies of the executed Perris Valley Channel Sediment Removal contract documents to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: February 27, 2024
xc: Flood, Recorder

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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$878,000	\$124,860	\$1,002,860	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 525440-25140-947460 Professional Services			Budget Adjustment: No	
			For Fiscal Year: 23/24, 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 17, 2023 [Agenda Item 11.4, MT 23088], the District's Board authorized the Clerk of the Board to advertise for construction contract bids for the Project.

The District opened bids for the Project on November 21, 2023. Five (5) contractors submitted a bid in response to this call for bids. At that time, the apparent low bid was submitted by Hera General Engineering for \$687,888. On November 22, 2023, the District received a letter from Hera General Engineering identifying two clerical errors and requested to withdraw their proposal. The second low bidder, Zusser Company, Inc. ("Contractor") bid \$1,002,860 and was determined by County Counsel to be appropriate in form and constitutes a proper basis for award.

On December 19, 2023, a Notice of Intent to Award the contract to Contractor was posted under Public Notices at www.rcflood.org. Pursuant to Article 3, Section 3.3 of the Instructions to Bidders, bidders are provided five (5) days to submit any protest of the intent to award. No protests were received by the deadline.

The Contractor has executed the construction contract and provided the bonds and insurance documents, which meet the requirements of the contract.

The fiscal data listed includes this bid amount, plus the required Western Riverside County Multiple Species Habitat Conservation Plan mitigation payment (see Additional Fiscal Information section below).

This Project will excavate and remove accumulated sediment to the original lines and grades of the existing channel to restore the channel's capacity and function (see attached Project description and location map).

County Counsel has reviewed the construction contract with exhibits and approved as to form.

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CEQA Compliance

On Tuesday, October 17, 2023 [Agenda Item 11.4, MT 23088], the District's Board found that the construction of the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b), "Existing Facilities," of the CEQA Guidelines. In accordance with CEQA, a Notice of Exemption had been prepared by the District and filed with the Clerk of the Board upon approval of the project.

Prev. Agn. Ref.: MT#23088 11.4 of 10/17/23 Advertise

Impact on Residents and Businesses

Impact on local residents and businesses is considered minimal. Residents and businesses could experience general construction noise or dust from heavy equipment. Work will increase public safety in the Project vicinity. Access to residents and businesses will be maintained throughout the duration of the Project.

Contract History and Price Reasonableness

Pursuant to Public Contract Code 21091, invitation of sealed bids was solicited by advertising in print and digital media. Four valid bids were received and the bid from Zusser Company, Inc. was the lowest responsive bid.

ATTACHMENTS:

1. Notice of Exemption
2. Authorization to Bill
3. Bid Summary/Abstract
4. Project Description and Location Map
5. Contract Documents (Sheets XXIII through XXXIV)
6. Certificate of Liability Insurance

P8/254616

NG:rlp



Jason Farin, Principal Management Analyst 2/22/2024



Aaron Gettis, Deputy County Counsel 2/15/2024

NOTICE OF EXEMPTION

To: Office of Planning and Research
P.O. Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501

County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

Project Title: Perris Valley Channel Maintenance

Project Location - City/Community: Moreno Valley

Project Location - County: Riverside

Project Location - Specific: Perris Valley Channel is located in Riverside County, in the city of Moreno Valley. The existing channel is located within Riverside County Flood Control and Water Conservation District (District) owned parcels (APNs 312-130-023, 312-260-007, 302-170-013, and 302-170-012) located approximately 0.7 miles east of North Perris Boulevard. The approximate latitude/longitude coordinates of the channel's center point are: 33°51'57.35"N, 117°12'47.02"W.

Project Description: Following a wetter than normal winter, a significant amount of debris and sediment have washed into the segment of Perris Valley Channel between Laterals "A" and "B", reducing the as-built capacity of the facility. The District is proposing to remove accumulated sediment and debris within the existing District owned and maintained Perris Valley Channel between Laterals "A" and "B". The project does not propose any new construction and only proposes to return the facility's capacity to as-built condition, improving its flood protection capability from its current state.

Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Person or Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: (check one)

- Ministerial (Sec. 21080 (b) (1); 15268);
- Declared Emergency 15269;
- Emergency Project 15269 (c);
- Categorical Exemption. State Type and Section Number: 15301- Existing Facilities
- Statutory Exemptions. State Code Number:

Reasons Why Project is Exempt: The Project is categorically exempt from CEQA pursuant to the Class 1 Categorical Exemption as described in Section 15301(b) of the CEQA Guidelines. The Class 1 (Existing Facilities) Exemption allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The project involves maintenance of an existing, publicly owned flood control facility. Maintenance work will be limited to restoring the facility to its original design capacity and would not result in an expansion of the existing use beyond design lines and grades. As such, work as proposed is consistent with the Class 1 Exemption.

Lead Agency: Riverside County Flood Control and Water Conservation District

Lead Agency Signature: 


JOAN VALLE
Chief of Regulatory Division.

Date: 9-12-23

JA:rlp
02/27/2024 11.1

FILED / POSTED
 County of Riverside
 Peter Aldana
 Assessor-County Clerk-Recorder
 E-20240223
 02/28/2024 11:14 AM Fee: \$ 50.00
 Page 1 of 1

Removed: _____ By: _____ Deputy

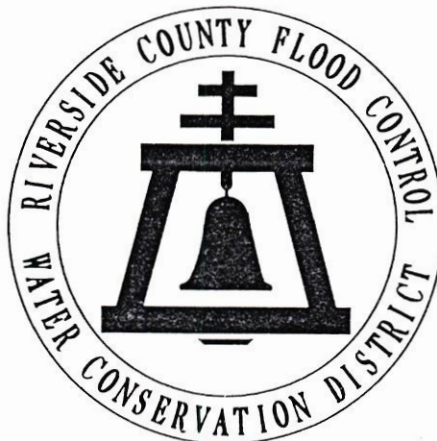


SPECIFICATIONS and CONTRACT DOCUMENTS
for the CONSTRUCTION of

**PERRIS VALLEY CHANNEL
SEDIMENT REMOVAL**

PROJECT NO. 4-0-00010

RIVERSIDE COUNTY, CALIFORNIA

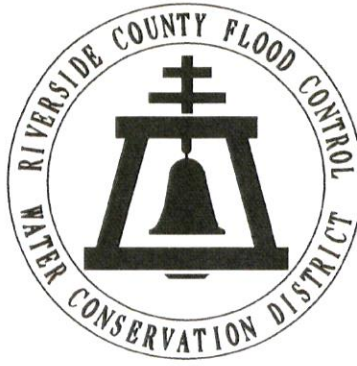


FORM APPROVED COUNTY COUNSEL

BY *KBV*
KRISTINE BELL-VALDEZ DATE

FEB 27 2024

11.1



SPECIFICATIONS and CONTRACT DOCUMENTS
for the CONSTRUCTION of
PERRIS VALLEY CHANNEL
SEDIMENT REMOVAL

PROJECT NO. 4-0-00010

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

Recommended By:



Design Engineer

09/18/2023

Date



Approved By:



General Manager - Chief Engineer

9/18/2023

Date



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NOTICE INVITING BIDS TO CONTRACTORS

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

**Perris Valley Channel Sediment Removal
Project No. 4-0-00010
located in the city of Moreno Valley
Riverside County, California**

On or after **October 17, 2023**, the Specifications and Contract Documents may be examined and obtained through www.bidnetdirect.com. The Specifications and Contract Documents may also be viewed at the District's office at 1995 Market Street, Riverside, California, and purchased from the District for **\$60.00** per set if picking up and **\$65.00** per set if requesting to be mailed. No refunds.

When appropriate, Addenda will be issued by the District. The Addenda can be obtained through the link to 'Currently Advertised Projects' on the District's website at: <https://reflood.org/Business/Construction-Bid-Opps/>. Bidders are required to acknowledge receipt of all Addenda at the bottom of Page XVa of the Proposal. The Addenda will include a signature line for this acknowledgment. Failure to acknowledge all Addenda on the bid form may cause the bid to be considered not responsive to the invitation.

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

Bid Proposals must be placed in a sealed envelope clearly marked "Bid Proposal". Bid Proposals must be in accordance with the instructions and other Contract Documents and filed with the District by **2:00 p.m. on Tuesday, November 21, 2023** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids. No mandatory pre-bid site meeting is scheduled for this project.

Any questions, requests for information and requests for clarification or interpretation of the Specifications must be submitted in writing to the District attention:

Giovanni Hernandez
Email: GHernand@rivco.org
OR
Hard Copy: Riverside County Flood Control and Water Conservation District
1995 Market Street, Riverside, CA 92501
Attn: Giovanni Hernandez

Questions or requests must be received **no later than 5:00 p.m. on Tuesday, October 31, 2023.**

Pursuant to Labor Code Section 1771.1, any Contractor bidding and subcontractors to be listed on a Bid Proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid 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 Board of Supervisors of the District from the Director of Industrial Relations of the State of California for the area where the work is to be done. The said determinations are on file in the principal office of the District and will be made available to any interested person upon request and can also be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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 not limited to the certified payroll records, directly to the Labor Commissioner for the Department of Industrial Relations.

Substitution of securities for any moneys withheld by District shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Contractors submitting proposals 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.

With the submittal of the Bid Proposal and other Contract Documents, the Contractor shall submit for approval by the District documented evidence of satisfaction of all of the Bidder Qualifications listed above and in accordance with Articles 1 through 4 of the Instructions to Bidders.

Dated: October 17, 2023

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

KIMBERLY RECTOR
Clerk of the Board

BY


Deputy

INSTRUCTIONS TO BIDDERS

ARTICLE 1 GENERAL CONDITIONS

1.1 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.

1.2 QUANTITIES

The amount of work to be done or materials to be furnished under the contract as noted in the proposal, are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

The right is reserved to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project.

The Contractor is cautioned against unbalancing of his bid by prorating his overhead into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in schedule.

1.3 AGREEMENT OF FIGURES

If the unit prices and the total amounts named by the bidder in the proposal do not agree, the unit prices alone will be considered as representing the bidder's intention.

1.4 "OR EQUAL"

Pursuant to Division 2, Chapter 3, Article 5, commencing at Section 3400 of the Public Contract Code, all specifications shall be deemed to include the words "or equal", provided, however, that permissible exceptions or other requirements shall be specifically noted in the specifications. Any "equal" proposed by the Contractor must be described in the Contractor's Proposal.

1.5 INSPECTION OF SITE

Bidders must examine the site and acquaint themselves with all conditions affecting the work.

Information derived from maps, plans or specifications, or from the Chief Engineer or his assistants, will not relieve the successful bidder from properly carrying out all the terms of the written contract.

By the submitting of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read the specifications and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the proposed contract before the delivery of his proposal and agrees that if he is awarded the contract, he will make no claim against the District and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) based on ignorance or misunderstanding of the contract provisions.

1.6 QUALIFICATIONS OF BIDDERS

No proposal will be accepted from a Contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the 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 bidder is required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of a proposal.

A bid shall be rejected and a bidder shall be disqualified to bid on a District project if the bidder or any officer, manager, partner or shareholder of the bidder within the 18-month period prior to the bid date shall have been an officer or employee of the District.

1.7 CONTRACTOR REGISTRATION

In accordance with the Labor Code (especially Sections 1725.5 and 1771.1), prior to submitting a proposal to District, 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 appropriate space on Contractor's Proposal form. This project is subject to compliance monitoring and enforcement by the DIR.

1.8 BALANCE BID

The Contractor is cautioned against unbalancing of its Bid by including its overhead and profit into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in the schedule.

1.9 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.

1.10 REQUIRED SUBMITTALS

There are a number of forms and other documents required as submittals by the Bidder during the various stages of the project. The following table provides a checklist of submittals required by the Bidder as requested in the Contract Documents. Bidders shall be made aware that the documents listed in the following table do not guarantee a complete submittal package.

	BID DOCUMENT	SUBMITTAL TIMEFRAME
<input type="checkbox"/>	Contractor's Proposal	with Bid Proposal
<input type="checkbox"/>	List of Subcontractors	with Bid Proposal
<input type="checkbox"/>	Experience Statement	with Bid Proposal
<input type="checkbox"/>	Statement of Licensure	with Bid Proposal
<input type="checkbox"/>	Non-Collusion Declaration	with Bid Proposal
<input type="checkbox"/>	Iran Contracting Act Certification	with Bid Proposal
<input type="checkbox"/>	Compliance with Economic Sanctions Certification	with Bid Proposal
<input type="checkbox"/>	Bid Bond (10% of Contract Price)	with Bid Proposal
<input type="checkbox"/>	Certificate of Reported Compliance	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Construction Agreement	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Performance Bond (100% of Contract Price)	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Payment Bond (100% of Contract Price)	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Workers' Compensation Contractor Certificate	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Declaration of Sufficiency of Funds	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Certificates of Insurance	within 7 days of Notice of Intent to Award
<input type="checkbox"/>	Construction Schedule	within 14 days of Notice of Intent to Award
<input type="checkbox"/>	Schedule of Values	within 14 days of Notice of Intent to Award
<input type="checkbox"/>	Affirmative Action Compliance Program (for Contractors with 50+ Employees)	within 30 days of Award of Contract

ARTICLE 2 BIDDING PROCEDURES

2.1 PROPOSAL FORMS

Attention of all bidders is called to all bid proposal forms attached hereto. Bidders are cautioned that all bid proposals submitted must be accompanied by all forms properly executed.

2.2 SUBMISSION OF BID PROPOSALS

All copies of the Contractor's Proposal, Bid Security and other Bid Proposal Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids to Contractors.

2.3 TIMELY RECEIPT

The Bidder assumes full and sole responsibility for timely receipt of its Bid Proposal, including its Bid Security and all other Bid Submittals, at the location designated in the Notice Inviting Bids to Contractors.

2.4 DELIVERY METHOD OF BID PROPOSAL

Submittal of Bid Proposals shall be by hand delivery or mail only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

2.5 INVALID BID PROPOSALS

Bid Proposals submitted by fax or e-mail and those which fail to reach the place fixed for opening of Bid Proposals prior to the date and hour set for opening same will not be considered.

2.6 BID SECURITY

Bid Security. Each Bid shall be accompanied by a Bid Security in the form of 1) cash, 2) a certified or cashier's check made payable to the Riverside County Flood Control and Water Conservation District, or 3) a Bid Bond (using the form of Bid Bond included in the Bid Documents) issued by an Admitted Surety and in an amount equal to at least ten percent (10%) of the Bid Amount, as a guarantee that the Bidder, if awarded the Construction Contract, will enter into a Construction Contract with the District and furnish the Performance Bond, Payment Bond and other Post-Award Submittals required by the Bid Documents. Should the Bidder refuse to enter into the Construction Contract or fail to furnish the Performance Bond, Payment Bond or any other Post-Award Submittals within the required timeframes as applicable, then the Bid Security shall be forfeited to the District in an amount equal to the difference between the amount of Bidder's Bid Amount and the amount for which the District may procure the work from another Bidder plus the costs to the District of redrafting, redrawing and republishing the Bid Documents.

Retention by District. The District will have the right to retain the Bid Security of any Bidder to whom an Award is being considered until either (1) the Construction Contract has been executed and the Performance Bond, Payment Bond and other Post-Award Submittals have been furnished, or (2) all Bids have been rejected.

Return of Proposal Guarantees. Within ten (10) days after the award of the contract, the District will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose proposal they accompany.

2.7 SUBLETTING AND SUBCONTRACTING

Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. Contractor shall list only one subcontractor for each portion as is defined by the Contractor in the Contractor's Bid Proposal.

2.8 DISCREPANCIES AND OMISSIONS

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the Engineer. When appropriate, Addenda will be issued by the District. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

2.9 ADDENDA

Interpretations, corrections, clarifications and changes to the Contract Documents will be made by Addenda. The District reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids.

Addenda will be posted on and available to the public through the link to 'Currently Advertised Projects' on the District's website at: <https://rcflood.org/Business-Construction-Bid-Opps>.

Prospective Bidders who obtain the bid package directly from the District's office are requested to provide their name and contact information for the purpose of receiving Addenda. Copies of Addenda will be transmitted directly to those Prospective Bidders electronically or in hard copy based on the information provided at time of picking up the bid package.

To be considered responsive to the invitation for bids, a Contractor's Proposal must acknowledge by signature all issued Addenda. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Contractor's Proposal. The costs of performance by Bidder of all items of Work and other obligations contained in all Addenda issued by the District shall be deemed included in the amount of the Contractor's Proposal.

2.10 **RESPONSE TO QUESTIONS**

Any questions or requests for information must be submitted in writing to the District attention:

Giovanni Hernandez
Email: GHernand@rivco.org
OR

Hard Copy: Riverside County Flood Control and Water Conservation District
1995 Market Street, Riverside, CA 92501
Attn: Giovanni Hernandez

Questions or requests must be received **no later than 5:00 p.m. on Tuesday, October 31, 2023.**

2.11 **POSTPONEMENT**

The District reserves the right to postpone the time and date for the public opening of bids as specified in the Notice Inviting Bids to Contractors by issuance of an Addendum to the Contract Documents at any time prior to the specified time and date for public opening of bids.

2.12 **REJECTION OF BID PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES**

Bid Proposals may be rejected if they show any alterations of form, additions not called for, conditional Bid Proposals, incomplete Bid Proposals, erasures or irregularities of any kind. Erasures or interlineations in the Bid Proposal must be explained or noted over the signature of the Bidder. The District may determine as unresponsive any Bid Proposal in which any statement or representation made or incorporated by reference in the Contractor's Proposal, including any Bid submittal comprising the Bid Proposal, is false, incorrect or materially incomplete and misleading.

2.13 **DISQUALIFICATION OF BIDDERS**

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Proposals in which the prices obviously are unbalanced may be rejected.

2.14 **WITHDRAWAL OF PROPOSALS**

Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such proposal, is filed with the Chief Engineer. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

2.15 IRAN CONTRACTING ACT

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal for 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's name and Federal ID Number (if available) and complete one of the options on Page XX. 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.)

2.16 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 XXI, execute by a duly authorized representative for the contractor and return with the bid proposal.

2.17 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the Notice Inviting Bids to Contractors. Bidders or their authorized agents are invited to be present.

ARTICLE 3 CONSIDERATION OF BIDS

3.1 BASIS OF AWARD

The award of the Contract, if it be awarded, will be to the lowest responsible and qualified Bidder based upon all Bid items.

3.2 NOTICE OF INTENT TO AWARD

Within thirty (30) days following public opening and reading of Bids, the District will issue a Notice of Intent to Award identifying the name of the Bidder to whom the District intends to Award the Construction Contract. Such notice will be posted under Public Notices at reflood.org. The District may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

3.3 BID PROTESTS

Any Bidder submitting a Bid Proposal to the District may file a protest of the District's proposed Award of the Construction Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is both: (1) filed with and received by the Construction Management Section Supervisor at the following address, 1995 Market Street, Riverside, California, not more than five (5) days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as afore stated shall constitute grounds for the District's denial of the bid protest without consideration of the grounds stated therein.
3. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
4. Provided that a bid protest is filed in conformity with the foregoing, the General Manager-Chief Engineer, or such individual(s) as may be designated by the General Manager-Chief Engineer in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest either concurring with or denying the bid protest. The written decision of the General Manager-Chief Engineer or his/her designee shall be final, unless overturned by the Board of Supervisors.

5. An inadvertent error in listing the California contractor license number or DIR public works contractor registration number for a subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected number is submitted to the basis of the Engineer's estimate of the quantities of work to be done.
6. District within 24 hours after the bid opening and provided the corrected number corresponds to the submitted name and location for that subcontractor.

ARTICLE 4 POST-NOTICE OF INTENT TO AWARD

4.1 POST-NOTICE OF INTENT TO AWARD SUBMITTALS

Within the time periods set forth below, the successful Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Notice of Intent to Award submittals, completed and signed in the manner required by the Contract Documents, to the District at 1995 Market Street, Riverside, California 92501:

- 4.1.1 Within seven (7) days after issuance by District to Bidder of the Notice of Intent to Award and prior to contract award, such Bidder shall submit to the District the following:
 - (1) Construction Agreement duly executed by the authorized delegate of the Contractor;
 - (2) Performance Bond and Payment Bond (issued by Surety), as set forth in Section 4.2 below;
 - (3) Evidence of Insurance, as specified by the Contract Documents;
 - (4) Workers' Compensation Certificate, in the form specified by the Contract Documents; and
 - (5) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified by the Contract Documents.
- 4.1.2 Within fourteen (14) days after issuance by District to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to the District the following:
 - (1) Construction Schedule, prepared by Bidder in the manner required by Section 2.02 of the General Provisions; and
 - (2) Schedule of Values, prepared by Bidder in the manner required by the Specifications and Contract Documents.

4.2 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.

Prior to the execution of the Contract, 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 acknowledgments 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.

4.3 FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT

In the event the Bidder to whom an award will be made fails or refuses to post the required bonds and provide the required certificates of insurance and fails to return executed copies of the Construction Agreement within seven (7) days after the prescribed forms are presented to it for signature, the District may declare the Bidder's Bid deposit or bond forfeited as damages caused by the failure of the Bidder to post such security and execute such copies of the Construction Agreement and may award the Work to the next lowest responsible Bidder, or may call for new bids.

4.4 AWARD OF CONTRACT

The right is reserved to reject any and all proposals and to waive technical defects as the best interests of the District may require. The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed. The award, if made, will be made within sixty (60) days after the opening of the proposals. All proposals will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

The undersigned hereby declare(s):

(a) That the only persons or parties interested in this proposal as principals are the following:

Name of Company (and dba if applicable) ("Contractor"): Zusser Company, Inc.
Larisa Sass - President
Mikhail Fyodorov - Secretary, Treasurer, Manager
528 Palisades Drive #504, Los Angeles CA 90272

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

- (b) That this proposal is made without collusion with any other person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical and climatic conditions, and makes his proposal solely upon his own knowledge.
- (d) That he has carefully examined the attached specifications as referred to, and the plans, and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, he will enter into a written contract with the Riverside County Flood Control and Water Conservation District, Riverside, State of California.
- (f) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

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

one million & two thousand & eight hundred sixty & 00/100 Dollars (\$ 1,002,860⁰⁰)

THE REQUIRED REFERENCES AND OTHER REQUIRED DOCUMENTS MUST BE ATTACHED TO THIS BID PROPOSAL

It is understood and agreed that should the Contractor within seven (7) days after the prescribed forms are presented to him for signature fail to return the contract and furnish acceptable surety bond and insurance, then, at the discretion of the District, the proceeds of said check shall become the property of the District, the Contractor shall be found in default and the project may be awarded to another contractor. The bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the contract with another party to perform the work, together with the cost to the District of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The bid bond or check shall, in addition, be held subject to all other actual damages suffered by the District. But if the contract is entered into and said bonds and insurance are furnished, or if the proposal is not accepted, then the said check shall be returned to the undersigned.

RECEIVED

NOV 21 2023

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1:03 p.m.

PROPOSAL

For the Construction of **Perris Valley Channel Sediment Removal**, located in the City of **Moreno Valley**, Riverside County, consisting of the following estimated quantities:

SECT. NO.	ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
10	1.	Mobilization	L.S.	---	70,000 ⁰⁰	70,000 ⁰⁰
11	2.	Water Control	L.S.	---	45,000 ⁰⁰	45,000 ⁰⁰
12	3.	Traffic Control	L.S.	---	45,000 ⁰⁰	45,000 ⁰⁰
13	4.	Clearing and Miscellaneous Work	L.S.	---	150,000 ⁰⁰	150,000 ⁰⁰
14	5.	Channel Excavation	C.Y.	27,993	20 ⁰⁰	559,860 ⁰⁰
21	6.	Extra Directed Work	L.S.	---	---	50,000.00
27	7.	Dust Abatement	L.S.	---	50,000 ⁰⁰	50,000 ⁰⁰
29	8.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	33,000 ⁰⁰	33,000 ⁰⁰

For the Total Bid Proposal of: **TOTAL COST**
(State in Figures) \$ 1,002,860⁰⁰

PROPOSAL cont'd

Zusser Company, Inc
Name of Contractor

[Signature]
Signature of Contractor's authorized representative

Name: Danise Sass

Title: President

528 Palisades Drive #504
Address

20-3016494
S.S.N. or E.I.N.

Los Angeles, CA 90272
City, State, Zip

864216 A
Contractor's License No. and Classification

310-230-6808 / 310-230-6890
Telephone Number Fax Number

1000006749
Contractor's DIR Registration No.

danisass@gmail.com
Email

If bidder is a corporation, corporate seal and attestation shall be provided below.

Dated: 11/16/2023





LIST OF SUBCONTRACTORS

Contractor Zusser Company, Inc

Perris Valley Channel Sediment Removal
Project No. 4-0-00010

Give the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement, or a Subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid. List the bid item numbers of the work each subcontractor will do. If a portion of an item is to be subcontracted, show what percentage of that item is to be subcontracted.

Item No. (s) _____

Name of Subcontractor _____

Address/City/Phone _____

License No. _____ Subcontractor's DIR Registration No. _____

Item No. (s) _____

Name of Subcontractor _____

Address/City/Phone _____

License No. _____ Subcontractor's DIR Registration No. _____

Item No. (s) _____

Name of Subcontractor _____

Address/City/Phone _____

License No. _____ Subcontractor's DIR Registration No. _____

Item No. (s) _____

Name of Subcontractor _____

Address/City/Phone _____

License No. _____ Subcontractor's DIR Registration No. _____

Item No. (s) _____

Name of Subcontractor _____

Address/City/Phone _____

License No. _____ Subcontractor's DIR Registration No. _____

Project References:

Project Name: **Greenleaf Avenue Grading Construction**
Agency: **City of Whittier**
Agency Address: 13230 Penn Street, Whittier, CA 90602
Agency Phone: 562-567-9500
Project Address: 5637 Greenleaf Avenue, Whittier, CA 90602
Project Dates: 10/2023 - 10/2023
Contract Amount: \$91,500
Contact Person: **Raul Flore**
Phone: **562-567-9525**
Email: **rflore@cityofwhittier.org**
Scope: Excavation to pre-existing slope grade.

Project Name: **West Hollywood – Pan Pacific Retention Basin Diversion Gate & Control House Upgrade**
Agency: **Los Angeles County – Public Works**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 626-458-5100
Project Address: 12 The Grove Drive, Los Angeles, CA 90036
Project Dates: 2/2022 – 10/2023
Contract Amount: \$3,654,000
Contact Person: **David Ramos, DPW Inspector**
Phone: **661-510-1069**
Email: **dramos@dpw.lacounty.gov**
Scope: Replace existing slide gate, upgrade mechanical, electrical and control systems, construct a new control house within the Pan Pacific Retention Basin in LA city

Project Name: **San Gabriel River - Removal & Replacement of Rubber Dams #1 and #7**
Agency: **County of Los Angeles**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 323-267-2297
Project Address: #1: Beverly Blvd & Whittier Blvd, Pico Rivera, #7: Florence Ave & Firestone Blvd, Downey, CA
Project Dates: 09/2021 – 10/2021
Contract Amount: \$1,247,500
Contact Person: **Sarkis Zargaryan, P.E.**
Phone: **Office: (626) 458-6165 or Cell: (626) 238-3375**
Email: **SZARGARYAN@dpw.lacounty.gov**
Scope: Remove existing rubber dams measuring 6' dia by 250' in length, supplying and installation of a new rubber dam and materials, foundation preparation, construction joint repairs, cleaning and inspection of dam foundation.

Project Name: **Point Dume Staircase Replacement**
Agency: **California Department of Parks and Recreations**
Agency Address: One Capitol Mall, Suite 410, Sacramento, CA 95814
Agency Phone: 916-445-8843
Project Address: 29300 Cliffside Drive, Malibu, CA 90265
Project Dates: 6/2018 – 4/2022
Contract Amount: \$3,600,000
Contact Person: **John Pena**
Phone: **619-501-5978**
Email: **john.pena@parks.ca.gov**
Scope: Remove existing stairway and construct a new timber & concrete stairway. Build cast-in-drill concrete and encased timber pole foundation supports with topside landings and beach landings oriented to serve the primary path of travel. Build ADA trail with native material, supported by timber restaging walls

Project Name: **Fire Station 42 Retaining Wall and Foundation Remediation**
Agency: **Orange County Fire Authority**
Agency Address: 1 Fire Authority Road, Irvine, CA 92602
Agency Phone: 714-573-6000
Project Address: 19150 Ridgeline Road, Lake Forest, CA 92679
Project Dates: 5/2019 – 10/2019
Contract Amount: \$860,000
Contact Person: **Christopher De Coursey (Construction Manager)**
Phone: **714-573-6473**
Email: **chrisdecoursey@ocfa.org**
Scope: Demolition of existing masonry retaining wall. Grading, slope excavation, backfill and compaction, Installation of a new gravity retaining wall and drainage elements. Stabilization of existing station concrete foundation and slab.

Project Name: **Clean Closure of the Cruickshank Road Illegal Disposal Site**
Agency: **Imperial County**
Agency Address: 940 West Main Street, El Centro, CA 92243
Agency Phone: 805-654-2039
Project Address: Central Drain and Cooley Road, El Centro, CA 92243
Project Dates: 6/2018 – 5/2019
Contract Amount: \$8,100,000
Contact Person: **John Gay (Director of Public Works)**
Phone: **442-265-1836**
Email: **johngay@co.imperial.ca.us**
Scope: Remove waste and impacted soil from site and re-grade to a uniform surface. Removal & disposal of Cal-Haz waste and non-hazardous waste. Onsite processing of existing concrete and placement of reclaimed concrete.

Project Name: **Joint Water Pollution Control Plant Demolition of Digestion Tanks MLK**
Agency: **County Sanitation District of Los Angeles**
Agency Address: 1955 Workman Mill Road, Whittier, CA 90607
Agency Phone: 562-699-7411
Project Address: 24501 S. Figueroa Street, Carson, CA 90745
Project Dates: 7/2018 – 10/2019
Contract Amount: \$3,700,000
Contact Person: **Russ Vakharia (Project Manager)**
Phone: **310-830-8050 xx5820**
Email: **rvakharia@lacsdc.org**
Scope: Demo existing Digestion Tank KLM, ancillary facilities, residuals within tanks, mechanical piping, equipment, reinforced concrete structures. Relocation of existing yard piping and electrical equipment. Backfill to match existing grade.

Project Name: **Recycled Water Storage Pond Relining, Pond No. 1/2**
Agency: **Rancho California Water District**
Agency Address: 42135 Winchester Road, Temecula, CA 92589
Agency Phone: 951-296-6900
Project Address: Elm Street and Douglas Avenue, Murrieta, CA 92562
Project Dates: 7/2018 – 1/2019
Contract Amount: \$3,000,000
Contact Person: **Rhonda Barkey**
Phone: **951-296-6984**
Email: **barkeyr@ranchowater.com**
Scope: Demolition and disposal of existing surface debris, polypropylene, geotextile liners, reinforced concrete. Pond surface preparation, grading, excavation. Install reinforced geomembrane and geotextile along the slopes and bottom of Pond. Construct reinforced concrete dewatering sump, fiberglass grating, liner anchorage and related work. Mechanical and electrical.

Project Name: **Removal & Replacement of Santa Fe Rubber Dam**
Agency: **County of Los Angeles**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 323-267-2297
Project Address: San Gabriel River, South of I-210 Freeway, Inwindale, CA 91706
Project Dates: 05/20018 – 10/2018
Contract Amount: \$1,200,000
Contact Person: **Travis Wylde**
Phone: **626-458-6346 or 626-755-9943**
Email: **twylde@dpw.lacounty.gov**
Scope: Removal of an existing Santa Fe Spreading Grounds rubber dam measuring 6' in dia by 600' in length, supplying and installation of a new rubber dam and materials, foundation preparation, construction joint repairs, cleaning and inspection of dam foundation.

Project Name: **Park to Playa Trail: Stone Center to Overlook Segment**
Agency: **County of Los Angeles**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 626-458-2540
Project Address: 5950 Stoneview Drive, Culver City, CA 90232
Project Dates: 7/2017 – 5/2018
Contract Amount: \$1,800,000
Contact Person: **Ryan Kristan**
Phone: **626-300-3271**
Email: **rkristan@dpw.lacounty.gov**
Scope: Stone Nature Center to Overlook Segment: New decomposed granite trails, soldier pile retaining walls at slope hillsides, shoring, sire demolition, grading, excavation, interceptor drain, bench cuts at sloped hillsides, post and cable rails, fencing, landscape and irrigation

Project Name: **Transportation Municipal Services Yard 12800 Imperial Highway**
Agency: **City of Norwalk**
Agency Address: 12700 Norwalk Boulevard, Norwalk, CA 90650
Agency Phone: 562-929-5723
Project Address: 12800 Imperial Highway, Santa Fe Springs, CA 90670
Project Dates: 4/2017 – 8/2017
Contract Amount: \$472,100
Contact Person: **Randy Hillman**
Phone: **562-929-5719**
Scope: Compact, subgrade and place unclassified fill, geogrid blanket and crushed rock variable thickness embankment. Restore existing monitoring wells. Install electric meter pedestal and conduit to power poles. Install PVC pipes and replace utility vaults and covers.

Project Name: **LADWP Lagoon Refurbishment**
Agency: **Metropolitan Water District of So. California**
Agency Address: 700 N. Alameda Street, Los Angeles, CA 90012
Agency Phone: 213-217-6000
Project Address: 12944 Balboa Boulevard, Granada Hills, CA 91344
Project Dates: 02/2015 – 07/2017
Contract Amount: \$3,600,000
Contact Person: **Trevor Jordan**
Phone: **909-709-7828**
Email: **tjordan@mw dh2o.com**
Scope: Construction of liner basin, over 7,000 lf of PVC, utility ductbanks, large maintenance holes, modification of existing maintenance holes, installation of standpipes, submersible pumps and turbidity meters, on-site screening of over 6,000 cy of underdrain rock, disposal of hazardous material, installation of 13,000 cy of crushed rock, refurbishment of existing decant valve structures for four lagoons including asbestos and PCB abatement, installation of electrical panes and utility cabinets.

Project Name: **Arroyo Simi Upstream of Madera Road Grade Stabilizer Repairs**
Agency: **County of Ventura**
Agency Address: 800 South Victoria Avenue, Ventura, CA 93009-1670
Agency Phone: 805-654-2039
Project Address: 100 East Easy Street, Simi Valley, CA 93065
Project Dates: 11/2015 – 02/2016
Contract Amount: \$450,000
Contact Person: **Masood Jilani**
Phone: **805-654-2029**
Scope: Removal and repair of 1,000 cy concrete rock riprap bank and grade stabilizer. Excavate 2,000 cy and fill 1,300 cy. Repair reinforcing concrete slash pool slabs and steel armoring over the grade stabilizer crest.

Project Name: **Live Oak Spreading Grounds Improvements**
Agency: **County of Los Angeles, Dept of Public Works**
Agency Address: 900 South Fremont Avenue, Alhambra, CA 91803
Agency Phone: 626-458-4951
Project Address: Live Oak Canyon Road and Baseline Road, Claremont, CA 91711
Project Dates: 8/20014 – 12/2014
Contract Amount: \$1,400,000
Contact Person: **Tim Bazinet**
Phone: **626-458-2185**
Scope: Demolition of existing concrete channel, reconstruct reinforced concrete channel, construct rubber dam and control house, modified diversion structure, slides gates, operational platform, structural steel catwalk, RCP pipes and fittings, structural and site concrete, asphalt, concrete outlets, riprap, electrical.

Project Name: **Construction of Additional Parking at Golden west Transportation Center**
Agency: **Orange County Transportation Authority (OCTA)**
Agency Address: 550 South Main Street, Orange, CA 92863
Agency Phone: 714-560-6282
Project Address: 7401 Center Avenue, Huntington Beach, CA 92647
Project Dates: 11/20014 – 9/2015
Contract Amount: \$1,980,000
Contact Person: **Mysore Satish**
Phone: **909-694-2946**
Scope: Construct additional parking at the Golden West Transportation Center. Construct 57'x97' Storm Water underground concrete vault, excavate to 20' deep, shoring, sump pumps, mechanical. Site grading, flat concrete, asphalt, landscape, site demolition, electrical.

Project Name: **Phase 2C Liner Construction at Savage Canyon Landfill**
Agency: **Whittier Utility Authority**
Agency Address: 13230 Penn Street, Whittier, CA 90602
Agency Phone: 562-567-9500
Project Address: 13919 East Penn Street, Whittier CA – Savage Cyn Landfill
Project Dates: 08/20012 – 6/2013
Contract Amount: \$1,800,000
Contact Person: **Daniel Wall**
Phone: **562-567-9545**
Scope: Construct a lined landfill cell at the Savage Canyon Landfill. Mass excavation, subgrade preparation, earthwork, install High Density Polyethylene geomembrane, geosynthetic clay liner, geocomposite, geotextiles, HDPE and PVC piping, surface water control structures.

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. 864216; 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: 11/16/2023

Signature: [Handwritten Signature] Larisa Sass
Title: President

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 16TH day of NOVEMBER, 2023, before me

JAVIER SOLIS, NOTARY PUBLIC

the undersigned Notary Public, personally appeared

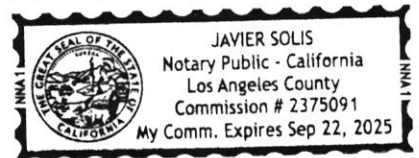
LARISA SASS

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.

[Handwritten Signature]
Notary's Signature (Seal)



NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

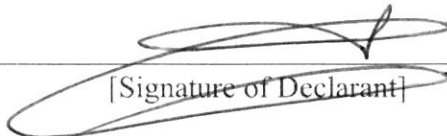
The undersigned declares:

I am the President of Zusser Company, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/16/2023 [date], at Los Angeles [city], CA [state].


[Signature of Declarant]

Larisa Sass
[Printed Name of Person Signing]

Zusser Company, Inc
[Name of Bidder]

President
[Office or Title]

IRAN CONTRACTING ACT CERTIFICATION

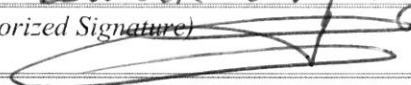
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a Contractor must either:

- 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.

Contractor Name/Financial Institution (Printed) <i>ZUSSER Company Inc</i>		Federal ID Number (or n/a) <i>20-3016497</i>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Larisa Sass / President</i>		
Date Executed <i>11/20/23</i>	Executed in <i>Los Angeles, California</i>	

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.

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


**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.

Contractor Name/Financial Institution (Printed) <i>Zusser Company, Inc</i>		Federal ID Number (or n/a) <i>20-3016497</i>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Larisa Sass / President</i>		
Date Executed <i>11/16/2023</i>	Executed in <i>Los Angeles, CA</i>	

BID BOND

Page 1 of 2

Recitals

1. The undersigned ZUSSER COMPANY INC. (Contractor) is herewith submitting to the Riverside County Flood Control and Water Conservation District (District) a Bid Proposal ("Proposal") dated November 21 2023 for the construction of public work for **Perris Valley Channel Sediment Removal** in accordance with a Notice to Contractors dated **October 17, 2023**.
2. Contractor is obligated as a condition of said Bid to submit security in the amount of at least ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety").
3. United Fire & Casualty Company a Iowa corporation, hereafter called Surety, is the surety on this Bid Bond.

Agreement

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is ten percent (10%) of the amount of the Contractor's Proposal and inures to the benefit of District.
2. This Bond is exonerated by (1) District rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Construction Agreement and furnishes the Performance Bond, Payment Bond and Insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of District resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety for value received, stipulates and agrees that its obligations hereunder that no change, any extension of time within which District may accept the Proposal, alteration or addition to the terms of the Contract or the Bid Documents, or to the work to be performed thereunder, nor any withdrawal of the Proposal in a manner not permitted by the requirements of the Bidding requirements shall in any way impair or affect Surety's obligation under this Bond, and Surety does hereby waive notice of any such changes, extension of time, alterations or additions.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.
5. 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.

BID BOND

Page 2 of 2

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of November 16, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Dated: November 16, 2023

ZUSSER COMPANY INC.

(Proper name of Contractor)

(Corporate Seal of Contractor,
if Corporation)



By: 

Signature of Contractor's authorized representative

Larisa Sass / President

Print or type authorized representative's Name and Title

528 Palisades Drive Suite #504, Los Angeles, CA 90272

Print or type Contractor's Address

(Corporate Seal of Surety)



United Fire & Casualty Company
Surety

By: 

Attorney-in-Fact Irene Luong

The Bond Exchange and Insurance Agency
Name and Address of California Agent of Surety

24800 Chrisanta Drive, Suite 160,

Mission Viejo, CA 92691

949-461-7000

Telephone Number of California Agent of Surety

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange

On NOV 16 2023 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE WOOLFORD, DANIELLE HANSON, ALEXANDER R. HOLSHEIMER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 16th day of November, 20 23.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

United Fire & Casualty Company

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

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary,
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous**

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

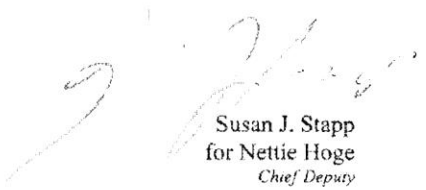
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect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

IN WITNESS WHEREOF, *effective as of the 16th day of July, 2014,*
I have hereunto set my hand and caused my official seal to be affixed
this 16th day of July, 2014.



Dave Jones
Insurance Commissioner

By


Susan J. Stapp
for Nettie Hoge
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.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES)

On 11/16/2023 before me, JAVIER SOLIS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LARISA SASS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CERTIFICATE OF REPORTED COMPLIANCE

For all fleet selected for the contract including listed subcontractors.



1. Current calendar year's annual reporting deadline.
2. Company name.
3. Certificate expiration date. Certificates are available for download starting March 1 of each year and are valid through February of the following year. Expiration dates will be automatically updated once annual reporting is complete. The new certificate will be available for download starting March 1.
4. Off-road Diesel Fleet Identification (i.e., DOORS ID number).
5. To verify the authenticity of a certificate, enter the DOORS ID number at: http://www.arb.ca.gov/doors/compliance_cert1.html.

California Environmental Protection Agency
Air Resources Board

March 1, 2023

**CERTIFICATE OF REPORTED COMPLIANCE
IN-USE OFF-ROAD DIESEL-FUELED FLEETS
REGULATION is issued to
VOLGA RENTAL, LLC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/29/2024**



Sydney Vergis
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

140745

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of February 27, 2024 and is by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (District) and ZUSSER COMPANY, INC. (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items and materials and do all things necessary to perform, accomplish and complete the work for **Project No. 4-0-00010, Perris Valley Channel Sediment Removal** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **Project No. 4-0-00010, Perris Valley Channel Sediment Removal** of District are:

- (a) Notice Inviting Bids to Contractors;
- (b) Instructions To Bidders;
- (c) Contractor's Proposal, including List of Subcontractors, Statement of Licensure, Non-Collusion Declaration, Iran Contracting Act Certification;
- (d) Bid Bond
- (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
- (f) Performance Bond;
- (g) Payment Bond;
- (h) General Provisions;
- (i) Special Provisions;
- (j) Detailed Specifications;
- (k) Plans;
- (l) Appendices and any other documents included in or incorporated into the Contract Documents;
- (m) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents; and
- (n) Addenda No(s), if any N/A.

Each of the above-mentioned documents presently in existence are by this reference incorporated herein and each of said documents not now in existence are incorporated herein as of the time of their issuance.

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

3. Bonds - Insurance. Contractor must deliver to District and District must approve, a fully executed Performance Bond in the amount of 100% of the estimated contract price, a fully executed Payment Bond in the amount of 100% of the estimated contract price, and fully executed certificates of insurance evidencing the existence of the insurance required by Subsection 8.02 of the General Provisions. The Payment Bond and Performance Bond must be on forms furnished by District.

Should any surety on the Performance Bond or Payment Bond be deemed unsatisfactory by the Board of Supervisors of District, Contractor shall upon notice promptly substitute new Bonds in form satisfactory to District.

4. Contract Price - Payment. The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of the total amount provided in Exhibit A, attached hereto, marked Exhibit A and by this reference made a part hereof, is provision for the Contract Price and its payment, subject to additions and deductions as provided in the Specifications and Contract Documents.

5. Contract Time for Completion. The Work shall be commenced on a date to be specified in a written "Notice To Proceed" to be issued by the District and shall be completed within the duration specified in the Specifications and Contract Documents. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By Karen S. Spiegel
Chair of its Board of Supervisors
KAREN SPIEGEL

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By Nancy Li
Deputy

(Seal)



Zusser Company, Inc
Contractor

FORM APPROVED COUNTY COUNSEL
BY KB 2/6/24 DATE
KRISTINE BELL-VALDEZ

By Larisa Sass
Title President

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's **Project No. 4-0-00010, Perris Valley Channel Sediment Removal**, located in the city of Moreno Valley, Riverside County, California.)

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

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

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	\$70,000.00	\$70,000.00
2.	Water Control	L.S.	---	\$45,000.00	45,000.00
3.	Traffic Control	L.S.	---	\$45,000.00	45,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	\$150,000.00	150,000.00
5.	Channel Excavation	C.Y.	27,993	\$20.00	559,860.00
6.	Extra Directed Work	L.S.	---		50,000.00
7.	Dust Abatement	L.S.	---	\$50,000.00	50,000.00
8.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	\$33,000.00	33,000.00
				TOTAL	\$1,002,860.00

PERFORMANCE BOND

Page 1 of 3

(Public Work – Public Contract Code Section 21091)

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") on February 27, 2024, has awarded Construction Contract Number: **4-0-00010** ("Contract") to the undersigned Zusser Company, Inc., as Principal ("Principal") to perform the work ("Work") for the following project: **Perris Valley Channel Sediment Removal**, 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 United Fire & Casualty 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 Two Thousand Eight Hundred Sixty & 00/100 Dollars (\$ 1,002,860.00), 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 bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

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

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

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

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

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

PERFORMANCE BOND

Page 3 of 3

(Corporate Seal of Principal,
if Corporation)



(Corporate Seal of Surety)

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

ZUSSER COMPANY INC.

(Proper name of Principal)

By:

Signature of Principal's authorized representative

Larisa Sass / President

Print or type authorized representative's Name and Title

528 Palisades Drive Suite #504, Los Angeles, CA 90272

Print or type Principal's Address

United Fire & Casualty Company
Surety

By:

Attorney-in-Fact Irene Luong

The Bond Exchange and Insurance Agency

Name and Address of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

949-461-7000

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

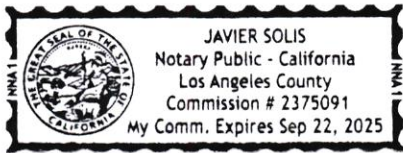
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On 11/04/2024 before me, JAVIER SOLIS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared LARISSA SASS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

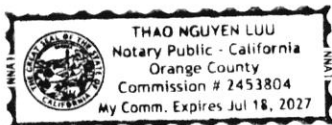
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On DEC 21 2023 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE WOOLFORD, DANIELLE HANSON, ALEXANDER R. HOLSHEIMER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument, that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of December, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

PAYMENT BOND

Page 1 of 2

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

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") by action of the Board of Supervisors on February 27, 2024, has awarded Construction Contract Number: 4-0-00010 ("Contract") to the undersigned Zusser Company, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Perris Valley Channel Sediment Removal.

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 United Fire & Casualty 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 Two Thousand Eight Hundred Sixty & 00/100 Dollars (\$ 1,002,860.00), 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.

ZUSSER COMPANY INC.

(Proper name of Principal)

(Corporate Seal of Principal,
if Corporation)



By: _____

[Signature]
Signature of Principal's authorized representative

Lanisa Sass / President

Print or type authorized representative's Name and Title

528 Palisades Drive Suite #504, Los Angeles, CA 90272

Print or type Principal's Address

(Corporate Seal of Surety)

United Fire & Casualty Company
Surety

By: _____

[Signature]
Attorney-in-Fact Irene Luong

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

The Bond Exchange and Insurance Agency

Name and Address of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

949-461-7000

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.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES)
On 1/04/2024 before me, JAVIER SOLIS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared LARISA SASS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

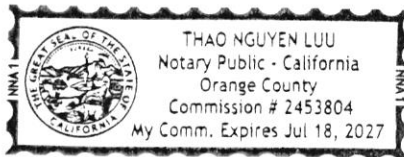
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On DEC 21 2023 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE WOOLFORD, DANIELLE HANSON, ALEXANDER R. HOLSHEIMER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of December, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

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: Zusser Company, Inc.

By:  Larisa Sass

Title: President

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of ZUSSER Company, Inc ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is:
20-3016497

2. The Bidder's workers' compensation insurance policy number is:
PSIC 10544-04

and the name, address, and telephone number of the insurance carrier providing said insurance is:

Omaha National
P.O. Box 451139, Omaha, NE 68145
844-761-8400

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
<u>Chevy Truck 2500 HP</u>	<u>8N4769Y</u>	<u>BA040000036803</u>	<u>Mercury Insurance</u> <u>P.O. Box 5600</u> <u>Rancho Cucamonga,</u> <u>CA 91729-5600</u> <u>888-637-2176</u>
<u>Ram 2018 1500 ST</u>	<u>73966E2</u>	↓	
<u>Mercedes Benz GLK 250</u>	<u>7ATA979</u>		
<u>Mercedes Benz Sprinter</u>	<u>14599D2</u>		
<u>Dump Truck Ford F-Series</u>	<u>33713T1</u>		
<u>Dump Truck F750 Super Duty</u>	<u>71260S2</u>		

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]:

none

1/2

DECLARATION OF SUFFICIENCY OF FUNDS

Page 1 of 3

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of _____ ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is:

_____.

2. The Bidder's workers' compensation insurance policy number is:

_____.

and the name, address, and telephone number of the insurance carrier providing said insurance is:

_____.

_____.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
<i>Water Truck Ford Series</i>	<i>73965E2</i>	<i>BA040000036903</i>	<i>Mercury Insurance</i>
<i>Water Truck Medium Duty</i>	<i>83017J2</i>	<i>BA040000036903</i>	<i>P.O. Box 5600</i>
			<i>Rancho Cucamonga,</i>
			<i>CA 91729-5600</i>
			<i>888-634-2176</i>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]:

_____.

DECLARATION OF SUFFICIENCY OF FUNDS

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
7	\$257,000	weekly

6. Check only one of the following boxes, as applicable:

- The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.
- The actual number of workers requested in Paragraph 5, above, is unknown and, therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the District by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal Contractor license identification number</i>
TRUCKERS	UNKNOWN

DECLARATION OF SUFFICIENCY OF FUNDS

Page 3 of 3

8. Check only one of the following boxes, as applicable:

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.
- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and, therefore, the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the District by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 22 day of December, in the year 2023 at Los Angeles, California.



(Signature)

Larisa Sass

Type Name of Signer

Fusser Company, Inc

Type Name of Bidder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2024

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).

PRODUCER Stanton and Associates Inc. ISU Stanton & Associates 3625 Thousand Oaks Blvd #292 Westlake Village CA 91362		CONTACT NAME: Julie Padilla PHONE (A/C. No. Ext): (805) 413-1487 E-MAIL ADDRESS: julie@isustanton.com FAX (A/C. No):															
INSURED Zusser Company, Inc. 528 Palisades Drive Suite 504 Los Angeles CA 90272		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: James River Insurance Company</td> <td>12203 ✓</td> </tr> <tr> <td>INSURER B: California Automobile Insurance Co</td> <td>38342 ✓</td> </tr> <tr> <td>INSURER C: Palomar Specialty Ins Co</td> <td>20338 ✓</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty</td> <td>41769 ✓</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: James River Insurance Company	12203 ✓	INSURER B: California Automobile Insurance Co	38342 ✓	INSURER C: Palomar Specialty Ins Co	20338 ✓	INSURER D: Travelers Property Casualty	41769 ✓	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	


COVERAGES **CERTIFICATE NUMBER:** 23-24 **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	00150765-0	12/17/2023	12/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OP AGG \$ 2,000,000 PROJECT AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Collision \$500			BA040000036903	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EMPHD \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			00150759-0	12/17/2023	12/17/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		PSIC10544-04	11/29/2023	11/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine Policy			QT-660-1T463853-TIL-23	01/27/2023	01/27/2024	Schedule of Equipment \$1,241,050 Unschedule Equipment \$20,000

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

RE: Perris Valley Channel Sediment Removal Project No. 4 0 00010
the District, the County of Riverside, and City of Moreno Valley, 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 of councils, employees, elected and appointed officials, agents, representatives are named as Additional Insured as per forms CG2010-0704 & CG2037-0704. Primary and Non-Contributory per form AP5031US-0410. GL Waiver of Subrogation applies per form CG2404-0509. WC Wavier Of Subrogation applies per form WCON04WSA.
30 Day Notice of Cancellation except 10 Day Notice for Non-Payment of Premium

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/29/2023
Insured Zusser Company, Inc.

Policy No.: PSIC10544 - 04
Insurance Company Palomar Specialty Insurance Company

Endorsement No.:

Countersigned By _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2024

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).

PRODUCER Stanton and Associates Inc. ISU Stanton & Associates 3625 Thousand Oaks Blvd #292 Westlake Village CA 91362	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Julie Padilla</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (805) 413-1487</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: julie@isustanton.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Mt. Hawley Insurance Company</td> <td>NAIC # 37974</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Julie Padilla		PHONE (A/C, No, Ext): (805) 413-1487	FAX (A/C, No):	E-MAIL ADDRESS: julie@isustanton.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Mt. Hawley Insurance Company	NAIC # 37974	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Julie Padilla																					
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Zusser Company, Inc. 528 Palisades Drive Suite 504 Los Angeles CA 90272																					

COVERAGES CERTIFICATE NUMBER: BR Perris Valley 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Builders Risk Coverage			ILM0717442	03/01/2024	08/31/2024	Limit of Insurance \$1,002,860 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project # 4-0-00010 Removal of sediment within the Perris Valley Channel, Moreno Valley, Riverside County, CA
 Riverside City Flood District and the County of Riverside are named as additiona insureds.

CERTIFICATE HOLDER Riverside County Flood Control and Water Conservation District 1995 Market St Riverside CA 92501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2024

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PRODUCER Stanton and Associates Inc. ISU Stanton & Associates 3625 Thousand Oaks Blvd #292 Westlake Village CA 91362	CONTACT NAME: Julie Padilla PHONE (A/C, No, Ext): (805) 413-1487 E-MAIL ADDRESS: julie@isustanton.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation		NAIC # 10328
INSURED Zusser Company, Inc. 528 Palisades Drive Suite 504 Los Angeles CA 90272	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Pollution Perris Valley **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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liability Coverage			EV20240041-01	03/01/2024	06/30/2024	Ea Pollution Incident \$2,000,000 Coverage Accident \$4,000,000 Deductible \$2,500

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

Location of Covered Operations: Project #4-0-00010 Removal of sediment within the Perris Valley Channel, Moreno Valley, Riverside County, CA
 Riverside County Flood Control and Water Conservation District are named as additional insured as per forms ENV 167 (05-16), ENV 168 (05-16). Waiver of Subrogation applies per form ENV 030 (05-16).

CERTIFICATE HOLDER**CANCELLATION**

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

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

(f) CONTRACTOR: The person or persons, 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.

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

(h) PLANS 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.

(i) SPECIFICATIONS: The directions, provisions, and requirements contained herein as supplemented by such special provisions, as may be necessary, pertaining to the method and manner of performing the work or to the quantities and qualities of materials to be furnished under the contract. The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these General Provisions. Supplemental agreements

or contract change orders are written agreements executed by the Contractor and by the District, covering alterations, amendments or extensions to the project, as hereinafter provided.

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

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

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

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

(n) THE WORK: All the work specified in the Specifications and Contract Documents, including the Special Provisions, proposal 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 proposal, which he actually performs as specified.

2.05 PROTESTS

If the Contractor considers any work demanded of him to be outside of the requirements of the contract, or considers any record or ruling of the Engineer to be unfair, he shall immediately, upon such work being demanded or such record or ruling being made, ask, in writing, for written instructions covering protested items of work. Immediately on receipt of written instructions from the Engineer he shall proceed without delay to diligently perform the work in conformance with the written record or ruling. 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, and such changes shall not affect the unit prices bid by the Contractor. If, however, such changes result in delay to the work, the Contractor may request an extension of time on the completion of his contract and the Chief Engineer may grant such extension as the Chief Engineer may deem equitable.

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.

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

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

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

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

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

b. On a cost basis (force account by the Contractor). The cost of all work done by the Contractor will be computed in the manner described in Section 7.03, and the compensation thus provided shall be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's 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 Paragraph 7.06 of the General Provisions.

2.09 RIGHTS OF WAY

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

2.10 CLEANING UP

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

SECTION III - CONTROL OF THE WORK

3.01 AUTHORITY OF THE ENGINEER

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

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

3.02 DETAIL DRAWINGS

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

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

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

3.03 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces in all cases shall conform with the 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. The requirements in this Section 3.04 shall also apply during the bidding process and before submittal of the Contractor's Proposal.

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 in the Contractor's bid 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 in its bid. 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 made available to bidders prior to the deadline for submitting bids.
- 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 if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4.04.3 In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.04.4 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.

4.04.5 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.

4.04.6 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

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

SECTION V - LEGAL RELATIONS AND RESPONSIBILITY

5.01 LAWS TO BE OBSERVED

(a) Compliance with Applicable Law. Reference to and/or incorporation into the Contract Documents of a particular law, statute, ordinance, rule or regulation is not, nor is it

intended to be, a definitive statement of the law applicable to the Contract Documents and the accomplishment of the work. Contractor must keep informed as to all such applicable law - Federal, State, County, Municipal, District - as it affects the conduct of the work and comply with such law, including, but not limited to, having requisite licenses, obtaining necessary permits, paying necessary fees and taxes, posting notices and installing, operating and maintaining safety precautions and facilities. It is likewise Contractor's responsibility to see to it that his subcontractors also fully comply with such applicable law.

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

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

(b) Labor Code - 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. Federally assisted construction is identified as such in the Notice Inviting Bids.

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

(e) Accident Prevention - Particular attention shall be given to relevant Division of Industrial Safety Construction and Electrical Safety Orders. Said Orders are contained in Title 8 of the California 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, (including but not limited to: National Pollution Discharge Elimination System (NPDES) and South Coast Air Quality Management District (AQMD) permit requirements), 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, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

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

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

The cost and expense of all such emergency work shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the

Engineer, then said cost and expense will be paid by the District and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the District, however, to take such precautionary measures, shall not relieve the Contractor of his full responsibility for public safety.

5.11 UNFORESEEN DIFFICULTIES

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

5.12 ACCESS TO THE WORK

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

5.13 GUARANTEE OF WORK

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

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

The performance of guarantee and conditions specified in Section 5.13., shall be secured by a surety bond which shall be delivered by the Contractor to the District prior to the date on which final payment is made to the Contractor. Said bond shall be in an approved form and executed by a surety company or companies satisfactory to the District, in the amount of 10% of the final contract price. Said bond shall remain in force for the duration of the guarantee period specified in Section 5.13. Instead of providing such a bond as described above, the Contractor may, at its option, provide for the performance bond furnished under the contract to remain in force for said amount until the expiration of said guarantee period; and the amount of said performance bond may be reduced to 10% of the final contract price beginning at the time of recordation of the Notice of Completion.

5.14 DAMAGES BY ACT OF GOD

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

SECTION VI - PROSECUTION AND PROGRESS

6.01 PROGRESS OF THE WORK

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

6.02 OVERTIME WORK AND WORK AT NIGHT

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

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

6.03 SUBCONTRACTING

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

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

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

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

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

6.04 CHARACTER OF WORKMEN

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

6.05 TEMPORARY SUSPENSION OF THE WORK

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

6.06 TIME OF COMPLETION AND DAMAGES

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the Special Provisions. Liquidated damages shall apply as stated in the Special Provisions and the Contract Documents.

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

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified

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

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

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

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

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

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

6.07 DELAYS AND EXTENSION OF TIME

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

6.08 ASSIGNMENT

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

6.09 TERMINATION OF CONTRACT

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

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

SECTION VII - PAYMENT

7.01 SCOPE OF PAYMENTS

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

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

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

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

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

7.02 PAYMENT AND COMPENSATION FOR ALTERED QUANTITIES

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

7.03 FORCE ACCOUNT PAYMENT

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

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

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

Labor	-	24%
Materials	-	15%
Equipment Rental	-	15%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.03A(3b) Equipment not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Special Provisions or as agreed to as provided in Section 7.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

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

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

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

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

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

<u>Hours Equipment is in Operation</u>	<u>Hours to be Paid</u>
0.....	4

0.5.....	4.25
1.....	4.5
1.5.....	4.75
2.....	5
2.5.....	5.25
3.....	5.5
3.5.....	5.75
4.....	6
4.5.....	6.25
5.....	6.5
5.5.....	6.75
6.....	7
6.5.....	7.25
7.....	7.5
7.5.....	7.75
8.....	8
Over 8.....	hours in operation

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

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

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

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

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

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

from the job site, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

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

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

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

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

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

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

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

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

7.04 ACCEPTANCE

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

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

7.05 DEDUCTIONS FROM PAYMENTS

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

7.06 PARTIAL PAYMENTS

On or about the last day of each month, the Engineer shall make an estimate in writing of the total amount of work done by the Contractor to the time of such estimate and the value thereof. The District shall retain 5% of such estimated value of the work done as part security for the fulfillment of the contract by the Contractor. At no time shall the amount retained by the District be less than 5% of the total value of the work completed at the time such payments are made.

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

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

7.07 DELAYED PAYMENTS

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

7.08 FINAL PAYMENT

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

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

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

7.09 CLAIMS RESOLUTION - 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.

7.10 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 7.10. 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 7.10, 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:

Mr. Kamyar Ghods
Chief of Design and Construction Division
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 7.10 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 7.10 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 7.10, 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 7.10 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 and County of Riverside.

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 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.

Builder's Risk - Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance by the District, Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the Contractor. Builder's Risk Insurance shall include theft and damage coverage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include the District, County of Riverside, the Contractor and its subcontractors as their interests may appear.

Professional Liability - Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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 bid 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. All work done by Contractor to protect existing utilities shown or described in the Contract Documents, or which can be

reasonably inferred from the presence of other visible facilities, is at Contractor's expense, the cost of which is deemed included in Contractor's Proposal to do the work.

Contractor's cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility components and facilities not indicated in the drawings, specifications or elsewhere in the Contract Documents with reasonable accuracy, shall be paid Contractor as Extra Work as provided in Subsection 2.07 and Subsection 7.03 of these General Provisions. Compensation for idle time of equipment shall be paid as provided in Section 8-1.07C, "Payment Adjustments", of the State Standard Specifications. No surcharge rates for equipment will be applied for idled equipment.

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

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

8.04 PROTECTION OF EXISTING STREET FACILITIES

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

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

8.05 DIVERSION AND CONTROL OF WATER

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

8.06 DUST ABATEMENT

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

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

8.07 PROJECT SIGNS

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

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

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

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

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

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

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

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

SECTION IX - WATERING

9.01 DESCRIPTION

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

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

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

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

SECTION X - PUBLIC CONVENIENCE, TRAFFIC CONTROL AND DETOURS

10.01 GENERAL

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

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

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

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

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

10.02 SIGNS

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

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

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

10.03 MATERIALS STORAGE

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

SPECIAL PROVISIONS
AND
DETAILED SPECIFICATIONS

SPECIAL PROVISIONS

SECTION 1 - GENERAL

1.1 Drawings and Specifications - These documents are for the construction of **Perris Valley Channel Sediment Removal**, located in the city of Moreno Valley, Riverside County, California. This work shall conform with the contract drawings indexed on the cover sheet of the drawings included herewith.

References made in these Special Provisions or Detailed Specifications to the "Drawings" or "Plans" refer to the project drawings included in these Contract Documents as well as any referenced standard plans/drawings. The Contractor shall copy any of the referenced District standard drawings from <http://www.rcflood.org>. The Contractor shall be responsible to obtain referenced standard plans/drawings of various agencies from their respective office or website.

References made in these Special Provisions or Detailed Specifications to the "Greenbook Specifications" refer to the "Greenbook" Standard Specifications for Public Works Construction, current edition, including supplements. Standard Specifications of the American Society for Testing and Materials shall be designated by ASTM and the appropriate number of the standard. Unless otherwise specified, wherever the words "Caltrans Specifications" are used in these Special Provisions or Detailed Specifications they shall mean the Standard Specifications of the State of California, Department of Transportation, current edition. Whenever the words "Caltrans Standards" are used, they shall mean the Standard Plans of the State of California, Department of Transportation, current edition, unless otherwise noted.

In the event that discrepancies are encountered, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

In case of conflict between the drawings and the specifications, the drawings shall govern; in case of conflict between the referenced specifications and these specifications, the latter shall govern.

1.2 Submittals to District - Submittals shall be sent in the form of email or postal carrier to the attention of the Engineer. The Contractor shall allow the Engineer 5 working days from the time of receipt of the submittal (mailing time is not included) to review and respond in writing.

SECTION 2 - TIME OF COMPLETION, DAMAGES AND LEGAL HOLIDAYS

2.1 Submittal Timeline - Following award of the contract, the Contractor shall comply with the following schedule:

STRICTLY ENFORCED SUBMITTALS TIMELINE POST AWARD

	Submittal	First Complete Submittal Deadline	District Review Timeline	Approval Deadline
Minimum Approvals for Unconditional Notice to Proceed (NTP)	Water Control [Winterization] (Section 11)	Award date plus 10 working days	5 working days	Award date plus 20 working days
	Confined Space Procedures (Section 6.2)	Award date plus 10 working days	5 working days	
	OSHA Excavation Permit (Section 6.2)	Award date plus 10 working days	5 working days	
	Dust Control Plan (Section 27)	Award date plus 10 working days	5 working days	
	Pollution Prevention Plan (Section 29.3)	Award date plus 10 working days	5 working days	

2.2 Notice to Proceed - A Notice to Proceed will be issued no later than 20 working days after the date of the project award. The Contractor's attention is directed to Section 2.1 Submittal Timeline. The Notice to Proceed will be issued unconditionally if the listed 'Minimum' submittals are complete and accepted by the 20 working days deadline. If the 'Minimum' submittals are not complete and accepted, the Notice to Proceed will be issued with conditions that may limit construction activities until the submittals are complete and accepted. Regardless of issuance of a Notice to Proceed, work shall not start on items that have not been accepted by the Engineer.

2.3 Time of Completion - The Contractor shall diligently prosecute the work to completion before the expiration of from the date on the Notice to Proceed. Sediment removal from the channel invert shall commence no later than February 19, 2024

60 WORKING DAYS

from the date on the Notice to Proceed.

The District will not extend the project working days due to the Contractor's failure to secure Engineer acceptance of submittals for all the items in the timeframes required in Section 2.1 Submittal Timeline.

2.4 Damages - The Contractor and the District expressly agree that the cost to the District for inspection and superintendence of the work for this contract is \$1,600. per working day.

2.5 Legal Holidays - The Contractor will not be permitted to work on Legal Holidays (Reference Sections 6.02 Overtime Work and Work at Night and 6.06 Time of Completion and Damages of the General Provisions), except in cases of emergency as directed by the Engineer.

SECTION 3 - FORCE ACCOUNT PAYMENT

3.1 Labor Surcharge - Attention is directed to the provisions of Section VII, Article 7.03A(1b) Labor Surcharge of the General Provisions. The labor surcharge percentage to be applied to the actual wages paid as defined in Paragraph 7.03A(1a) Actual Wages will be 24 percent.

3.2 Equipment Rental - Attention is directed to the provisions of Section VII, Article 7.03A(3) Equipment Rates of the General Provisions. The equipment rental rates to be applied will be the rates published by the California Department of Transportation and in effect at the time of the award of the contract. A copy of said Equipment Rental Rates is on file at the District Office.

SECTION 4 - PROTECTION OF EXISTING UTILITIES

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

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

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

SECTION 5 - PROJECT SITE MAINTENANCE

Through all phases of construction, the Contractor shall comply with the provisions of Section 3-12 of the Greenbook Specifications. Before final acceptance of the work, the Contractor shall clean the work and the site of the work of all falsework, temporary structures, other construction materials and equipment, excess materials, weeds, vegetation, and rubbish and shall leave the work and the site in a neat and presentable condition. Such final cleanup work shall be performed within the time specified for completion of all work.

SECTION 6 - SPECIAL REQUIREMENTS

6.1 National Pollutant Discharge Elimination System (NPDES) - The Contractor shall comply with the requirements of Board Order No. R8-2010-0033 (NPDES No. CAS618033 or more recent Order issued to replace this Order, if applicable), NPDES Area-Wide Municipal Stormwater Permit, hereafter referred to in this section as the "Permit", issued by the California Regional Water Quality Control Board (CRWQCB) - Santa Ana Region. This Permit regulates stormwater

discharges associated with construction activities performed under the direction of a municipal stormwater permittee. The Contractor shall prepare and implement a Pollution Prevention Plan (PPP) in accordance with Section 29 Stormwater and Non-Stormwater Pollution Control of the Detailed Specifications.

The Contractor's attention is directed to: 1) Section 29.2 General Requirements which allows the Engineer to withhold progress payments if the Contractor fails to fully implement Section 29 Stormwater and Non-Stormwater Pollution Control or is deemed to be in non-compliance with the provisions of the Permit; 2) Section 29.3 Pollution Prevention Plan (PPP) Preparation and Approval which requires that a PPP be prepared and approved prior to the Pre-Construction meeting; and 3) Section 29.5 Pollution Prevention Plan (PPP) Implementation which allows the Engineer to suspend construction operations if the Contractor fails to implement the approved PPP and any amendments thereto.

Throughout the term of this contract, the total soil-disturbed area of the project site shall be no more than 1 acre.

6.2 Confined Space Compliance - The Contractor shall comply with all Cal/OSHA safety regulations including regulations concerning confined space and for maintaining a safe working environment for Contractor and District employees on the site. The Contractor shall develop and maintain a confined space procedure specific to this contract that complies with the requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations and the District's Safety and Operation Manual (SOM) - Confined Space Procedures, SOM-18. A copy of SOM-18 can be obtained from the District office, 1995 Market Street, Riverside upon request.

The Contractor shall submit 3 copies of the procedure to the Engineer for review and approval. The submittal deadline and review period shall be as specified in Section 2.1 Submittal Timeline of these Special Provisions. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the procedure within 3 working days of receipt of the Engineer's comments and shall allow 4 working days for the Engineer to review the revisions. The Contractor must submit 3 copies of the approved procedure to the Engineer prior to the pre-construction meeting.

The procedure shall provide for recording of data to develop a history of acceptable atmosphere within the confined space. That history will include:

1. Calibration schedule of a direct reading confined space meter by trained personnel.
2. Daily monitoring and recording of the confined space atmosphere with a calibrated direct reading confined space meter.
3. Records of Items 1 and 2 shall be maintained onsite and copies given to the Engineer.
4. The records shall indicate if readings are of natural or mechanically enhanced ventilation.

In addition, the procedure shall include daily tours of the job site with the Engineer to ensure inlets to the confined space are free of obstruction or substances that might affect the atmosphere of the confined space.

The Contractor will be required to keep a direct reading confined space meter onsite for the duration of the contract. The meter shall be calibrated according to the schedule specified in the Contractor's confined space procedure and shall be made available for the Engineer's use upon request.

6.3 Heavy Equipment Working Hours - Heavy construction equipment shall be allowed to operate from 7:00 a.m. to 3:30 p.m. each normal working day, unless otherwise approved by the Engineer.

6.4 Encroachment Permits - City of Moreno Valley - The Contractor is required to obtain an encroachment permit from the City of Moreno Valley for work within City right of way. The City of Moreno Valley will not require the Contractor to pay a fee for the encroachment permit. A copy of the encroachment permit shall be provided to the Engineer prior to commencement of work.

6.5 Toxic Material Disposal - Toxic materials, including oil, fuel oil, gasoline, coolant, fluid filters, and other contaminants, shall not be discharged within the project site. All such materials shall be transported offsite and disposed of at a County approved facility.

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

Pre-Construction Environmental Contractor Specifications Requirements

6.7 Nesting Bird Pre-Construction Survey - A nesting bird pre-construction survey will be conducted by the District's Designated Biologist within 72 hours prior to all ground disturbance construction related activities, including vegetation removal. If the Contractor does not initiate construction within 72 hours of the District's approval, the Contractor must notify the District that another nesting bird survey is needed.

Please note that if active nests or nesting birds are found to be present during the nesting bird pre-construction survey, the District's Designated Biologist will implement and monitor specific avoidance and minimization measures, such as limiting or restricting all work within a buffer area around the nest and/or nesting birds. The vegetation containing the active nest shall not be removed, and no grading shall occur within the established buffer until it has been determined that the nest is no longer active (i.e., the juveniles are surviving independent from the nest). The Contractor shall not resume construction in the affected area without the approval of the District's Designated Biologist.

Should the presence of nesting birds result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the

contract and shall not be entitled to damages due to downtime and idle equipment or additional payments over and above the agreed upon prices.

6.8 Working and Avoidance Areas - Contractor shall confirm understanding of work areas and avoidance areas prior to the start of construction. If work/avoidance areas are unclear, Contractor shall notify District so that these areas may be delineated in the field.

During Construction Environmental Contractor Specifications Requirements

6.9 1602 Streambed Alteration Agreement - Pursuant to Section 1602 of the California Fish and Game Code, the District is permitted to commence construction under an existing Memorandum of Understanding (MOU) between the California Department of Fish and Wildlife (CDFW) and the District. The Contractor is required to keep a copy of the MOU onsite at all times, review and comply with all provisions of the MOU during all construction related activities and present the MOU to CDFW staff upon request. The MOU is attached herein under Appendix "C".

6.10 404 Regional General Permit 99 Compliance - Pursuant to Section 404 of the Clean Water Act, the District was issued a Regional General Permit 99 (RGP 99) (SPL-2013-00688). The Contractor must comply with all applicable conditions related to construction and must keep a copy of the permit onsite at all times. The RGP 99 is attached herein under Appendix "D".

6.11 401 Water Quality Certification - The State Water Resources Control Board (SWRCB) issued a 401 Water Quality Certification (WQC) for the RGP 99 (SB15004GN). The District must comply with all conditions listed in the WQC; the Contractor must keep a copy of the WQC onsite at all times during construction and comply with all applicable conditions related to construction. The Contractor must also allow representatives from the SWRCB or the Santa Ana Regional Water Quality Control Board to inspect the authorized construction activity at any time to ensure compliance with the terms and conditions of the permit. The 401 WQC is attached herein under Appendix "E".

6.12 Water Quality Best Management Practices (BMP) Plan – Pursuant to the Notice of Intent provided by the District to the Army Corps of Engineers and the Regional Water Quality Control Board as a requirement under Regional General Permit 99 (RGP 99) (SPL-2013-00688), the contractor must comply with all applicable conditions of the Water Quality BMP Plan attached herein under Appendix "F".

6.13 Violation of Regulatory Permits - The contractor shall notify the District's Construction Inspector immediately but no later than 24 hours after any event causing a violation of any condition outlined in the permits provided in the MOU, 404 or 401. Please note that the issuance of these documents does not relieve the District or the Contractor of responsibilities for compliance with applicable federal, state or local laws, ordinances or grant conditions (if applicable), and any fines associated with permit violations that result from Contractor negligence shall be borne by the Contractor.

6.14 Accidental Discovery - In the event that any human remains, hazardous materials, historical, tribal, archaeological or paleontological resources are accidentally discovered within Project limits, the Contractor shall immediately cease all construction or ground disturbance

activity in the vicinity of find and notify the Engineer or Construction Inspector onsite. District will provide the appropriate professional to assess the significance of the discovery and, if necessary, develop appropriate management and treatment measures. The Contractor shall not resume construction in the affected area without District approval.

Per State Health and Safety Code 7050.5, if human remains are encountered during construction, no further disturbance shall occur until the Riverside County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The Riverside County Coroner must be notified within 24 hours by the Engineer. If the County Coroner determines that the remains are not historic but prehistoric, the Native American Heritage Commission (NAHC) must be contacted by the Engineer to determine the most likely descendent for this area. Once the most likely descendent is determined, treatment of the Native American human remains will proceed pursuant to Public Resources Code 5097.98. The NAHC may become involved with decisions concerning the disposition of the remains. Should any of the above-mentioned discoveries result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract and shall not be entitled to damages due to downtime and idle equipment or additional payments over and above the agreed upon contract prices.

6.15 Burrowing Owl Avoidance Measures - If any Burrowing Owl (*Athene cunicularia*) is found, the District will establish an appropriate avoidance buffer of up to 500 feet or other avoidance measures around occupied burrows or nests. Encroachment shall not be allowed within the established avoidance buffer until it has been determined by the District that the burrow/nest is no longer active or until the District relocates the owls outside of the nesting season or is otherwise safe to do so. **The Contractor shall not resume construction in the affected area without the Engineer's approval.**

Should the presence of Burrowing Owl (*Athene cunicularia*) result in delays to the Contractor's work schedule, the Contractor shall be entitled only to an equivalent extension of time for the completion of the contract and shall not be entitled to damages due to downtime and idle equipment or additional payments over and above the agreed upon prices.

The contract prices shall include full compensation for all costs incurred under these Special Provisions and Detailed Specifications.

SECTIONS 7 THROUGH 9 - NOT USED

DETAILED SPECIFICATIONS

SECTION 10 - MOBILIZATION

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

10.2 Payment - The amount credited for Mobilization on each monthly progress payment shall be equal to the total of the amounts credited for work on all the other contract items for that monthly progress payment, up to a cumulative limit of 80 percent of the lump sum price bid for Mobilization. The remaining 20 percent of the lump sum price bid for Mobilization will be paid with the final payment.

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

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

SECTION 11 - WATER CONTROL

11.1 Description - This section covers the contract item Water Control. Watersheds and/or urban runoff areas are tributary to the project site at various locations, but do not necessarily follow the alignment of the project under current conditions. Surface water and flow within the proposed project site in varying quantities can be expected at any time of the year, and substantial runoff can be expected during periods of rainfall. No geotechnical investigations have been conducted as part of this project, however, Perris Valley Channel is known to have a high groundwater table. All bidders shall make their own determination regarding what the surface and/or groundwater conditions will be at the time of construction and their impact on the bidder's operations and construction phasing.

11.2 Water Control - The contract item Water Control includes the control and/or diversion of surface runoff as well as groundwater within the work area as required to complete the work. All work shall be carried on in areas free of water and must not be performed during periods of forecasted rain. Care should be exercised so that runoff, ponding, or diversion flows do not erode, undermine, or otherwise damage or degrade the constructed facilities, adjacent private properties, or alter the suitability of the site for proposed work. The responsibility for the protection of all existing and proposed improvements lies with the Contractor.

Furthermore, the Contractor is required to submit a Water Control [Winterization] Plan to the District for review and approval in accordance with Section 2.1 Submittal Timeline of the Special Provisions. The submitted Water Control [Winterization] Plan shall detail the proposed

BMPs, implementation methods and locations, and include a detailed phasing and maintenance schedule necessary to facilitate proper control of offsite surface runoff or groundwater to comply with the requirements provided above.

11.3 Measurement and Payment - The methods of controlling both surface and groundwater will be the responsibility of the Contractor. The contract lump sum price paid for Water Control shall include full compensation for all direct and indirect costs incurred under this section and for doing all the work involved in controlling surface runoff and groundwater within the construction area, as specified in these Detailed Specifications and as directed by the Engineer. Contractor is advised that the Water Control Plan may be modified by the Engineer as field conditions require. No additional payment shall be made for modifications to the Water Control Plan.

Payment will be made on a basis of the percentage of the work completed on the entire project.

SECTION 12 - TRAFFIC CONTROL

12.1 Description - The contract item Traffic Control covers all costs associated with complying with the requirements as set forth in this section and as required by the City of Moreno Valley.

12.2 Notification of Agencies - The Contractor shall notify the following agencies a minimum of 48 hours in advance of start of any street work and inform them of the proposed construction schedule. For any work that may affect those agencies' ability to provide services to properties, the Contractor shall coordinate with those agencies to ensure continuity of service, and provide any additional pertinent information they may request:

Riverside County Sheriff's Department	951.955.2400
Underground Service Alert	800.227.2600

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

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

12.3 Public Convenience and Access - The Contractor shall comply with the requirements of Section 12.3 - Public Convenience, Traffic Control and Detours of the General Provisions and shall provide continuous access to all private property. Additional provisions shall be made as necessary to protect the public and accommodate vehicular and pedestrian traffic with a minimum of inconvenience. Contractor shall only enter the project site from the west (Perris Boulevard and the existing Perris Valley Channel Laterals A and B). Access from the east side of the channel (Lasselle Street) is not permitted.

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

The Contractor shall notify each resident in writing 3 days in advance of working adjacent to resident's property or excavating past the affected driveway entrance. Such notice shall contain the expected day and period of time (not to exceed 4 hours) that the driveway is to be out of service and the expected duration of construction when working adjacent to resident's property. A copy of each letter shall be submitted to the Engineer.

12.4 Traffic Control and Construction Signs - The City of Moreno Valley may require that the Contractor prepare and submit Traffic Control Plans as part of their encroachment permit. Such plans must be prepared by the Contractor, or their licensed engineer as required.

12.5 Flaggers - All personnel utilized as flaggers must be trained in the proper fundamentals of flagging and signaling per the latest standard Work Area Traffic Control Handbook (WATCH) procedures.

12.6 Payment - The contract prices paid for Traffic Control shall include full compensation for all material and labor costs incurred under this section.

This payment will be made on a basis of the percentage of work completed on the entire project.

SECTION 13 - CLEARING AND MISCELLANEOUS WORK

13.1 Description - This section covers the contract item Clearing and Miscellaneous Work as required for construction of the work. All objectionable materials shall be removed and legally disposed of outside of the limits of the construction easements and permanent rights of way.

13.2 Clearing and Miscellaneous Work - The contract item Clearing and Miscellaneous Work includes the removal and legal disposal of all vegetation, trees (including roots), roots, stumps, fences, block walls, pipes, abandoned facilities, culverts, rocks, structures, curbs, gutters, cross gutters, sidewalk, concrete, and asphalt, excluding those items defined specifically as Excavation in the appropriate sections.

Included in this item are the following:

1. Miscellaneous grading to achieve proper drainage around concrete structures and to achieve finished grades as shown on the drawings, except where otherwise specified for quantification and payment elsewhere in these contract documents.

Finally, included in this item are those types of work as shown on the drawings or specified in the contract documents, not specified for pay under any other individual contract item.

13.3 Payment - The contract price paid for Clearing and Miscellaneous Work shall be full compensation for all costs incurred under this section.

This payment will be made on a basis of the percentage of work completed on the entire project.

SECTION 14 - EARTHWORK

14.1 Description - This section covers the contract items Channel Excavation.

14.2 General Excavation Requirements - Channel Excavation shall be in conformance with Section 300-7 of the Greenbook Specifications.

The Contractor shall re-establish the lines and grades of the existing channel within the boundary as specified in the project plans.

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

Although not expected, should rock or other materials require the use of blasting or equipment beyond that normally necessary to accomplish the excavation (as determined by the Engineer) it shall be paid for in accordance with Section VII, Article 7.03 Force Account Payment of the General Provisions. The cost of removal and disposal (including trucking) of rock away from the jobsite will be paid for under the contract item Excavation, and no additional compensation will be allowed.

Blasting, when necessary, as approved by the Engineer, shall be in accordance with Section 19-2.03E of the Caltrans Specifications.

Excessive blasting will not be permitted. Any material outside the authorized cross sections which may be shattered or loosened because of blasting shall be removed by the Contractor at the Contractor's expense. The Contractor shall discontinue any methods of blasting that leads to overshooting or is dangerous to the public or destructive to property or to natural features. Further, velocity monitoring during the blasting operation should be performed by the Contractor.

14.3 Channel Excavation - The contract item Channel Excavation covers all equipment, labor, and other costs for the excavation, fill, and haul required to restore the channel to as-built lines and grades within the paylines as shown on the drawings. All excess material not used for the construction of the project shall be legally disposed of away from the site of the work.

Before placing any fill, the subgrade shall be cleared of all vegetation and debris. All fill material placed shall be moistened and shall be free from sod, roots, brush, debris, trash, and other objectionable material and shall be placed in horizontal layers not over 8 inches in depth before being compacted to 90 percent relative density. Additionally, if required, the Contractor shall obtain a grading permit for mandatory fill areas shown on the drawings.

14.4 Measurement - Channel Excavation beyond the limits established by the drawings, unless ordered in writing by the Engineer, will not be measured for payment.

The excavated material shall be measured from the ground surface existing at the start of excavation, as determined from survey data taken by the District to the lines, grades, and dimensions shown on the drawings.

Measurement for payment for the contract item Channel Excavation will be the number of cubic yards excavated as shown on the drawings or as directed by the Engineer. No measurement or payment of the fill required to obtain the channel cross section and the placement and compaction of material in the mandatory fill areas will be made.

14.5 Payment - The contract prices paid for Channel Excavation shall include full compensation for all costs incurred under this section.

SECTIONS 15 THROUGH 20 - NOT USED

SECTION 21 - MISCELLANEOUS

21.1 Description - This section covers the contract item Extra Directed Work.

21.2 Extra Directed Work - The contract item Extra Directed Work shall consist of necessary work that is not included in other contract bid items and not shown on the drawings, as determined by the Engineer. All Extra Directed Work shall be performed only as directed by the Engineer and in accordance with all applicable standards and specifications.

21.3 Payment - The contract prices paid for Extra Directed Work shall include full compensation for all costs incurred under this section.

Full compensation for the contract item Extra Directed Work shall be as "Extra Work" and shall be paid pursuant to Section 2.07 Extra Work of the General Provisions. The total accumulated costs for Extra Directed Work shall not exceed the amount specified in the contract bid item unless otherwise increased by change order.

SECTIONS 22 THROUGH 26 - NOT USED

SECTION 27 - DUST ABATEMENT

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

27.2 Dust Abatement - The contract item Dust Abatement includes the action necessary to prevent, reduce, or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance or harm to persons living nearby or occupying buildings in the vicinity of the work. This includes the implementation, maintenance, replacement, or supplementation of dust abatement actions and measures outside of regular work hours. Material stockpiles and disturbed areas shall be covered or tended to cover the weekends or holidays in order to prevent harm, nuisance, and meet all applicable SCAQMD Rules.

The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work included in this contract. The Rule

403 Implementation Handbook published by SCAQMD contains a detailed listing of reasonably available dust control measures and is available for inspection at the District office.

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

This payment will be made on a basis of the percentage of work completed on the entire project.

SECTION 28 -NOT USED

SECTION 29 - STORMWATER AND NON-STORMWATER POLLUTION CONTROL

29.1 Description - This section covers the contract items Stormwater and Non-Stormwater Pollution Control; and Non-Stormwater Discharge or Dewatering. The contract item Stormwater and Non-Stormwater Pollution Control shall include preparing, obtaining approval of, amending, and implementing Contractor's Pollution Prevention Plan (PPP). The contract item Non-Stormwater Discharge or Dewatering shall include compliance with Santa Ana Regional Water Quality Control Board Order No. R8-2015-0004.

29.2 General Requirements - Stormwater and Non-Stormwater Pollution Control work shall conform to the requirements in the latest version of Caltrans Storm Water Quality Handbooks, entitled "**Construction Site Best Management Practices (BMPs) Manual**" and "**Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual**". Copies of the "Construction Site BMPs Manual" and "SWPPP and WPCP Preparation Manual", hereafter referred to collectively as the "Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815-3800. Telephone: 916.445.3520. Copies of the Caltrans Handbooks can also be downloaded from the Caltrans internet site at <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbook>. In addition, copies of the Caltrans Handbooks are available for review at the District's office.

The Pollution Prevention Plan (PPP) shall identify site specific BMPs to be implemented during and after construction to minimize the potential pollution of stormwater runoff and receiving waters. The identified BMPs shall be practices designed to minimize or eliminate the discharge of pollutants from the construction site and Contractor's construction activities, including, but not limited to:

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

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

For the convenience of the Contractor and to expedite the PPP preparation and approval, a "90%" PPP Template has been prepared by the District. This "90%" PPP Template has been tailored to the referenced project and can be downloaded from <https://content.rcflood.org/documents/PPP-Template-4000010.pdf>. The awarded Contractor will be provided a Word document of the "90%" PPP Template to amend. The Contractor shall review and amend this "90%" PPP Template based on the requirements of the General Permit and per the construction schedule and work plan proposed by the Contractor. The Contractor shall then submit a PPP certified by the Contractor's Qualified SWPPP Developer (QSD) for District review and approval.

The Contractor shall amend and finalize the complete "90%" PPP Template referenced above. The Contractor shall, at a minimum, provide and/or prepare the following:

1. Name and contact information for the Contractor's Qualified SWPPP Practitioner (QSP) and QSD
2. Contractor name and contact information
3. Contractor site contact person and emergency contact person information
4. Verification of disturbance area due to construction
5. Construction commencement date
6. Anticipated construction completion date
7. Construction Activity Schedule/BMPs Installation Schedule
8. Name and contact information for personnel responsible for pre-storm, post-storm and storm event BMP inspections - this should be the project's QSP
9. List of all subcontractors that will be working on the project
10. Review and finalize water pollution control drawings

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

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

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Handbooks, and federal, state, and local regulations that govern the Contractor's activities and operation pertaining to both stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the approved PPP and all amendments at the project

site. The PPP shall be made available upon request of a representative of the State Water Resources Control Board (SWRCB), California Regional Water Quality Control Board (CRWQCB), United States Environmental Protection Agency (USEPA), or local stormwater management agency. Requests by the public shall be directed to the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

- ◆ Erosion control BMPs shall be implemented and maintained to minimize and/or prevent the entrainment of soil in runoff from disturbed soil areas on construction sites.
- ◆ Sediment control BMPs shall be implemented and maintained to prevent and/or minimize the transport of soil from the construction site.
- ◆ Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities, or adjacent properties via runoff, vehicle tracking, or wind.
- ◆ Appropriate BMPs for construction-related materials, wastes, spills, or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities, or adjoining properties by wind or runoff.

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

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

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

29.5 Pollution Prevention Plan (PPP) Implementation - Upon approval of the PPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the BMPs included in the PPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these Detailed Specifications, the Contractor's responsibility for PPP implementation and maintenance shall continue throughout any temporary suspension of work ordered in accordance with Section 6.05 Temporary Suspension of the Work of the General Provisions. Requirements for installation, construction, inspection, maintenance, removal, and disposal of BMPs are specified in the Caltrans Handbooks and these Detailed Specifications. The Contractor shall implement the PPP in accordance with the Caltrans Handbooks and these Detailed Specifications.

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

- (a) Stormwater Pollution Control - **The Contractor shall implement soil stabilization practices and sediment control BMPs, including minimum requirements as presented in the Caltrans Handbooks, on all disturbed areas of the project site throughout the rainy season, defined as between August 1st - October 1st and November 1st - May 1st, which is consistent with Caltrans definition of rainy season for the eastern desert region.**

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

Throughout the term of this contract, the total soil-disturbed area of the project site shall be 17.5 acres. This project is routine maintenance to maintain original lines and grades, hydraulic capacity, or original purpose of the facility, therefore, the project does not need the construction General Permit coverage. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment

control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

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

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

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

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

The construction site inspection checklist provided in the Caltrans Handbooks shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit 1 copy of each site inspection record to the Engineer.

- (d) Maintenance - The Contractor shall maintain construction site BMPs identified in the PPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved

by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the District.

- (e) **Training** - The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance, and repair personnel have received or will receive that is directly related to stormwater pollution prevention.

29.6 Non-Stormwater Discharge or Dewatering - Dewatering activity should only be considered after other methods have been determined to be inadequate for storm drain construction by the Engineer. See also information provided in Section 11 - Water Control. If groundwater will be encountered during the project activities, the dewatering activity must be covered by the General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant Threat to Water Quality (De Minimus Permit), Santa Ana Regional Water Quality Control Board Order No. R8-2015-0004. The Contractor shall comply with this Order and notify and obtain approval from the Engineer 15 days prior to any non-stormwater discharging of groundwater dewatering. If an emergency or unforeseen dewatering activity that will discharge to Waters of the United States occurs, the Contractor shall contact the Engineer immediately.

When discharging groundwater from dewatering activities to surface waters, the Contractor shall comply with and implement the Monitoring and Reporting Program required under Order No. R8-2015-0004. This Order can be downloaded from http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2015_orders.shtml. Under the Monitoring and Reporting Program, the Contractor shall prepare the monitoring report in accordance with Attachment E of the Order. The Contractor must submit the Monitoring Reports to the Engineer by the 15th day of each month following the monitoring period. The District will submit the Monitoring Reports to the Santa Ana Regional Water Quality Control Board. The Monitoring Reports shall cover the previous month's monitoring activities.

If there is any other form of non-stormwater discharge from the project to surface waters, the Contractor shall immediately contact the Engineer to determine appropriate actions required for coverage under the De Minimus Permit.

Failure of the Contractor to fully comply with this requirement may result in the suspension of construction operations and liability for any associated monitoring, fines, penalties, and remediation activities related to the discharge.

29.7 Payment - The contract lump sum price paid for contract item Stormwater and Non-Stormwater Pollution Control shall include full compensation for all direct and indirect costs incurred under this section.

The contract lump sum price paid for Non-Stormwater Discharge or Dewatering shall include full compensation for compliance of Section 29.6 Non-Stormwater Discharge or Dewatering. **Contractor shall not be paid any portion of the contract lump sum if coverage under the De Minimus Permit is not required.**

Payment will be made on a basis of the percentage of work completed on the entire project.

SECTIONS 30 THROUGH 31 - NOT USED

APPENDIX "A"

SOUTH COAST AIR QUALITY

MANAGEMENT DISTRICT

RULE 403

(Adopted May 7, 1976) (Amended November 6, 1992)
(Amended July 9, 1993) (Amended February 14, 1997)
(Amended December 11, 1998)(Amended April 2, 2004)
(Amended June 3, 2005)

RULE 403. FUGITIVE DUST

(a) Purpose

The purpose of this Rule is to reduce the amount of particulate matter entrained in the ambient air as a result of anthropogenic (man-made) fugitive dust sources by requiring actions to prevent, reduce or mitigate fugitive dust emissions.

(b) Applicability

The provisions of this Rule shall apply to any activity or man-made condition capable of generating fugitive dust.

(c) Definitions

(1) ACTIVE OPERATIONS means any source capable of generating fugitive dust, including, but not limited to, earth-moving activities, construction/demolition activities, disturbed surface area, or heavy- and light-duty vehicular movement.

(2) AGGREGATE-RELATED PLANTS are defined as facilities that produce and / or mix sand and gravel and crushed stone.

(3) AGRICULTURAL HANDBOOK means the region-specific guidance document that has been approved by the Governing Board or hereafter approved by the Executive Officer and the U.S. EPA. For the South Coast Air Basin, the Board-approved region-specific guidance document is the Rule 403 Agricultural Handbook dated December 1998. For the Coachella Valley, the Board-approved region-specific guidance document is the Rule 403 Coachella Valley Agricultural Handbook dated April 2, 2004.

(4) ANEMOMETERS are devices used to measure wind speed and direction in accordance with the performance standards, and maintenance and calibration criteria as contained in the most recent Rule 403 Implementation Handbook.

(5) BEST AVAILABLE CONTROL MEASURES means fugitive dust control actions that are set forth in Table 1 of this Rule.

- (6) BULK MATERIAL is sand, gravel, soil, aggregate material less than two inches in length or diameter, and other organic or inorganic particulate matter.
- (7) CEMENT MANUFACTURING FACILITY is any facility that has a cement kiln at the facility.
- (8) CHEMICAL STABILIZERS are any non-toxic chemical dust suppressant which must not be used if prohibited for use by the Regional Water Quality Control Boards, the California Air Resources Board, the U.S. Environmental Protection Agency (U.S. EPA), or any applicable law, rule or regulation. The chemical stabilizers shall meet any specifications, criteria, or tests required by any federal, state, or local water agency. Unless otherwise indicated, the use of a non-toxic chemical stabilizer shall be of sufficient concentration and application frequency to maintain a stabilized surface.
- (9) COMMERCIAL POULTRY RANCH means any building, structure, enclosure, or premises where more than 100 fowl are kept or maintained for the primary purpose of producing eggs or meat for sale or other distribution.
- (10) CONFINED ANIMAL FACILITY means a source or group of sources of air pollution at an agricultural source for the raising of 3,360 or more fowl or 50 or more animals, including but not limited to, any structure, building, installation, farm, corral, coop, feed storage area, milking parlor, or system for the collection, storage, or distribution of solid and liquid manure; if domesticated animals, including horses, sheep, goats, swine, beef cattle, rabbits, chickens, turkeys, or ducks are corralled, penned, or otherwise caused to remain in restricted areas for commercial agricultural purposes and feeding is by means other than grazing.
- (11) CONSTRUCTION/DEMOLITION ACTIVITIES means any on-site mechanical activities conducted in preparation of, or related to, the building, alteration, rehabilitation, demolition or improvement of property, including, but not limited to the following activities: grading, excavation, loading, crushing, cutting, planing, shaping or ground breaking.
- (12) CONTRACTOR means any person who has a contractual arrangement to conduct an active operation for another person.
- (13) DAIRY FARM is an operation on a property, or set of properties that are contiguous or separated only by a public right-of-way, that raises cows or

produces milk from cows for the purpose of making a profit or for a livelihood. Heifer and calf farms are dairy farms.

- (14) **DISTURBED SURFACE AREA** means a portion of the earth's surface which has been physically moved, uncovered, destabilized, or otherwise modified from its undisturbed natural soil condition, thereby increasing the potential for emission of fugitive dust. This definition excludes those areas which have:
- (A) been restored to a natural state, such that the vegetative ground cover and soil characteristics are similar to adjacent or nearby natural conditions;
 - (B) been paved or otherwise covered by a permanent structure; or
 - (C) sustained a vegetative ground cover of at least 70 percent of the native cover for a particular area for at least 30 days.
- (15) **DUST SUPPRESSANTS** are water, hygroscopic materials, or non-toxic chemical stabilizers used as a treatment material to reduce fugitive dust emissions.
- (16) **EARTH-MOVING ACTIVITIES** means the use of any equipment for any activity where soil is being moved or uncovered, and shall include, but not be limited to the following: grading, earth cutting and filling operations, loading or unloading of dirt or bulk materials, adding to or removing from open storage piles of bulk materials, landfill operations, weed abatement through disking, and soil mulching.
- (17) **DUST CONTROL SUPERVISOR** means a person with the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Rule 403 requirements at an active operation.
- (18) **FUGITIVE DUST** means any solid particulate matter that becomes airborne, other than that emitted from an exhaust stack, directly or indirectly as a result of the activities of any person.
- (19) **HIGH WIND CONDITIONS** means that instantaneous wind speeds exceed 25 miles per hour.
- (20) **INACTIVE DISTURBED SURFACE AREA** means any disturbed surface area upon which active operations have not occurred or are not expected to occur for a period of 20 consecutive days.
- (21) **LARGE OPERATIONS** means any active operations on property which contains 50 or more acres of disturbed surface area; or any earth-moving operation with a daily earth-moving or throughput volume of 3,850 cubic

- meters (5,000 cubic yards) or more three times during the most recent 365-day period.
- (22) OPEN STORAGE PILE is any accumulation of bulk material, which is not fully enclosed, covered or chemically stabilized, and which attains a height of three feet or more and a total surface area of 150 or more square feet.
- (23) PARTICULATE MATTER means any material, except uncombined water, which exists in a finely divided form as a liquid or solid at standard conditions.
- (24) PAVED ROAD means a public or private improved street, highway, alley, public way, or easement that is covered by typical roadway materials, but excluding access roadways that connect a facility with a public paved roadway and are not open to through traffic. Public paved roads are those open to public access and that are owned by any federal, state, county, municipal or any other governmental or quasi-governmental agencies. Private paved roads are any paved roads not defined as public.
- (25) PM₁₀ means particulate matter with an aerodynamic diameter smaller than or equal to 10 microns as measured by the applicable State and Federal reference test methods.
- (26) PROPERTY LINE means the boundaries of an area in which either a person causing the emission or a person allowing the emission has the legal use or possession of the property. Where such property is divided into one or more sub-tenancies, the property line(s) shall refer to the boundaries dividing the areas of all sub-tenancies.
- (27) RULE 403 IMPLEMENTATION HANDBOOK means a guidance document that has been approved by the Governing Board on April 2, 2004 or hereafter approved by the Executive Officer and the U.S. EPA.
- (28) SERVICE ROADS are paved or unpaved roads that are used by one or more public agencies for inspection or maintenance of infrastructure and which are not typically used for construction-related activity.
- (29) SIMULTANEOUS SAMPLING means the operation of two PM₁₀ samplers in such a manner that one sampler is started within five minutes of the other, and each sampler is operated for a consecutive period which must be not less than 290 minutes and not more than 310 minutes.
- (30) SOUTH COAST AIR BASIN means the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange

County as defined in California Code of Regulations, Title 17, Section 60104. The area is bounded on the west by the Pacific Ocean, on the north and east by the San Gabriel, San Bernardino, and San Jacinto Mountains, and on the south by the San Diego county line.

- (31) STABILIZED SURFACE means any previously disturbed surface area or open storage pile which, through the application of dust suppressants, shows visual or other evidence of surface crusting and is resistant to wind-driven fugitive dust and is demonstrated to be stabilized. Stabilization can be demonstrated by one or more of the applicable test methods contained in the Rule 403 Implementation Handbook.
 - (32) TRACK-OUT means any bulk material that adheres to and agglomerates on the exterior surface of motor vehicles, haul trucks, and equipment (including tires) that have been released onto a paved road and can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions.
 - (33) TYPICAL ROADWAY MATERIALS means concrete, asphaltic concrete, recycled asphalt, asphalt, or any other material of equivalent performance as determined by the Executive Officer, and the U.S. EPA.
 - (34) UNPAVED ROADS means any unsealed or unpaved roads, equipment paths, or travel ways that are not covered by typical roadway materials. Public unpaved roads are any unpaved roadway owned by federal, state, county, municipal or other governmental or quasi-governmental agencies. Private unpaved roads are all other unpaved roadways not defined as public.
 - (35) VISIBLE ROADWAY DUST means any sand, soil, dirt, or other solid particulate matter which is visible upon paved road surfaces and which can be removed by a vacuum sweeper or a broom sweeper under normal operating conditions.
 - (36) WIND-DRIVEN FUGITIVE DUST means visible emissions from any disturbed surface area which is generated by wind action alone.
 - (37) WIND GUST is the maximum instantaneous wind speed as measured by an anemometer.
- (d) Requirements
- (1) No person shall cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that:

- (A) the dust remains visible in the atmosphere beyond the property line of the emission source; or
 - (B) the dust emission exceeds 20 percent opacity (as determined by the appropriate test method included in the Rule 403 Implementation Handbook), if the dust emission is the result of movement of a motorized vehicle.
- (2) No person shall conduct active operations without utilizing the applicable best available control measures included in Table 1 of this Rule to minimize fugitive dust emissions from each fugitive dust source type within the active operation.
- (3) No person shall cause or allow PM₁₀ levels to exceed 50 micrograms per cubic meter when determined, by simultaneous sampling, as the difference between upwind and downwind samples collected on high-volume particulate matter samplers or other U.S. EPA-approved equivalent method for PM₁₀ monitoring. If sampling is conducted, samplers shall be:
- (A) Operated, maintained, and calibrated in accordance with 40 Code of Federal Regulations (CFR), Part 50, Appendix J, or appropriate U.S. EPA-published documents for U.S. EPA-approved equivalent method(s) for PM₁₀.
 - (B) Reasonably placed upwind and downwind of key activity areas and as close to the property line as feasible, such that other sources of fugitive dust between the sampler and the property line are minimized.
- (4) No person shall allow track-out to extend 25 feet or more in cumulative length from the point of origin from an active operation. Notwithstanding the preceding, all track-out from an active operation shall be removed at the conclusion of each workday or evening shift.
- (5) No person shall conduct an active operation with a disturbed surface area of five or more acres, or with a daily import or export of 100 cubic yards or more of bulk material without utilizing at least one of the measures listed in subparagraphs (d)(5)(A) through (d)(5)(E) at each vehicle egress from the site to a paved public road.
- (A) Install a pad consisting of washed gravel (minimum-size: one inch) maintained in a clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long.

- (B) Pave the surface extending at least 100 feet and at least 20 feet wide.
 - (C) Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
 - (D) Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
 - (E) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the actions specified in subparagraphs (d)(5)(A) through (d)(5)(D).
- (6) Beginning January 1, 2006, any person who operates or authorizes the operation of a confined animal facility subject to this Rule shall implement the applicable conservation management practices specified in Table 4 of this Rule.
- (c) Additional Requirements for Large Operations
- (1) Any person who conducts or authorizes the conducting of a large operation subject to this Rule shall implement the applicable actions specified in Table 2 of this Rule at all times and shall implement the applicable actions specified in Table 3 of this Rule when the applicable performance standards can not be met through use of Table 2 actions; and shall:
 - (A) submit a fully executed Large Operation Notification (Form 403 N) to the Executive Officer within 7 days of qualifying as a large operation;
 - (B) include, as part of the notification, the name(s), address(es), and phone number(s) of the person(s) responsible for the submittal, and a description of the operation(s), including a map depicting the location of the site;
 - (C) maintain daily records to document the specific dust control actions taken, maintain such records for a period of not less than three years; and make such records available to the Executive Officer upon request;

- (D) install and maintain project signage with project contact signage that meets the minimum standards of the Rule 403 Implementation Handbook, prior to initiating any earthmoving activities;
 - (E) identify a dust control supervisor that:
 - (i) is employed by or contracted with the property owner or developer;
 - (ii) is on the site or available on-site within 30 minutes during working hours;
 - (iii) has the authority to expeditiously employ sufficient dust mitigation measures to ensure compliance with all Rule requirements;
 - (iv) has completed the AQMD Fugitive Dust Control Class and has been issued a valid Certificate of Completion for the class; and
 - (F) notify the Executive Officer in writing within 30 days after the site no longer qualifies as a large operation as defined by paragraph (c)(18).
- (2) Any Large Operation Notification submitted to the Executive Officer or AQMD-approved dust control plan shall be valid for a period of one year from the date of written acceptance by the Executive Officer. Any Large Operation Notification accepted pursuant to paragraph (e)(1), excluding those submitted by aggregate-related plants and cement manufacturing facilities must be resubmitted annually by the person who conducts or authorizes the conducting of a large operation, at least 30 days prior to the expiration date, or the submittal shall no longer be valid as of the expiration date. If all fugitive dust sources and corresponding control measures or special circumstances remain identical to those identified in the previously accepted submittal or in an AQMD-approved dust control plan, the resubmittal may be a simple statement of no-change (Form 403NC).
- (f) **Compliance Schedule**
The newly amended provisions of this Rule shall become effective upon adoption. Pursuant to subdivision (e), any existing site that qualifies as a large operation will have 60 days from the date of Rule adoption to comply with the notification and recordkeeping requirements for large operations. Any Large Operation

Notification or AQMD-approved dust control plan which has been accepted prior to the date of adoption of these amendments shall remain in effect and the Large Operation Notification or AQMD-approved dust control plan annual resubmittal date shall be one year from adoption of this Rule amendment.

(g) Exemptions

- (1) The provisions of this Rule shall not apply to:
 - (A) Dairy farms.
 - (B) Confined animal facilities provided that the combined disturbed surface area within one continuous property line is one acre or less.
 - (C) Agricultural vegetative crop operations provided that the combined disturbed surface area within one continuous property line and not separated by a paved public road is 10 acres or less.
 - (D) Agricultural vegetative crop operations within the South Coast Air Basin, whose combined disturbed surface area includes more than 10 acres provided that the person responsible for such operations:
 - (i) voluntarily implements the conservation management practices contained in the Rule 403 Agricultural Handbook;
 - (ii) completes and maintains the self-monitoring form documenting sufficient conservation management practices, as described in the Rule 403 Agricultural Handbook; and
 - (iii) makes the completed self-monitoring form available to the Executive Officer upon request.
 - (E) Agricultural vegetative crop operations outside the South Coast Air Basin whose combined disturbed surface area includes more than 10 acres provided that the person responsible for such operations:
 - (i) voluntarily implements the conservation management practices contained in the Rule 403 Coachella Valley Agricultural Handbook; and
 - (ii) completes and maintains the self-monitoring form documenting sufficient conservation management practices, as described in the Rule 403 Coachella Valley Agricultural Handbook; and
 - (iii) makes the completed self-monitoring form available to the Executive Officer upon request.

- (F) Active operations conducted during emergency life-threatening situations, or in conjunction with any officially declared disaster or state of emergency.
 - (G) Active operations conducted by essential service utilities to provide electricity, natural gas, telephone, water and sewer during periods of service outages and emergency disruptions.
 - (H) Any contractor subsequent to the time the contract ends, provided that such contractor implemented the required control measures during the contractual period.
 - (I) Any grading contractor, for a phase of active operations, subsequent to the contractual completion of that phase of earth-moving activities, provided that the required control measures have been implemented during the entire phase of earth-moving activities, through and including five days after the final grading inspection.
 - (J) Weed abatement operations ordered by a county agricultural commissioner or any state, county, or municipal fire department, provided that:
 - (i) mowing, cutting or other similar process is used which maintains weed stubble at least three inches above the soil; and
 - (ii) any discing or similar operation which cuts into and disturbs the soil, where watering is used prior to initiation of these activities, and a determination is made by the agency issuing the weed abatement order that, due to fire hazard conditions, rocks, or other physical obstructions, it is not practical to meet the conditions specified in clause (g)(1)(H)(i). The provisions this clause shall not exempt the owner of any property from stabilizing, in accordance with paragraph (d)(2), disturbed surface areas which have been created as a result of the weed abatement actions.
 - (K) sandblasting operations.
- (2) The provisions of paragraphs (d)(1) and (d)(3) shall not apply:
- (A) When wind gusts exceed 25 miles per hour, provided that:

- (i) The required Table 3 contingency measures in this Rule are implemented for each applicable fugitive dust source type, and;
 - (ii) records are maintained in accordance with subparagraph (e)(1)(C).
 - (B) To unpaved roads, provided such roads:
 - (i) are used solely for the maintenance of wind-generating equipment; or
 - (ii) are unpaved public alleys as defined in Rule 1186; or
 - (iii) are service roads that meet all of the following criteria:
 - (a) are less than 50 feet in width at all points along the road;
 - (b) are within 25 feet of the property line; and
 - (c) have a traffic volume less than 20 vehicle-trips per day.
 - (C) To any active operation, open storage pile, or disturbed surface area for which necessary fugitive dust preventive or mitigative actions are in conflict with the federal Endangered Species Act, as determined in writing by the State or federal agency responsible for making such determinations.
- (3) The provisions of (d)(2) shall not apply to any aggregate-related plant or cement manufacturing facility that implements the applicable actions specified in Table 2 of this Rule at all times and shall implement the applicable actions specified in Table 3 of this Rule when the applicable performance standards of paragraphs (d)(1) and (d)(3) can not be met through use of Table 2 actions.
 - (4) The provisions of paragraphs (d)(1), (d)(2), and (d)(3) shall not apply to:
 - (A) Blasting operations which have been permitted by the California Division of Industrial Safety; and
 - (B) Motion picture, television, and video production activities when dust emissions are required for visual effects. In order to obtain this exemption, the Executive Officer must receive notification in writing at least 72 hours in advance of any such activity and no nuisance results from such activity.
 - (5) The provisions of paragraph (d)(3) shall not apply if the dust control actions, as specified in Table 2, are implemented on a routine basis for

each applicable fugitive dust source type. To qualify for this exemption, a person must maintain records in accordance with subparagraph (e)(1)(C).

- (6) The provisions of paragraph (d)(4) shall not apply to earth coverings of public paved roadways where such coverings are approved by a local government agency for the protection of the roadway, and where such coverings are used as roadway crossings for haul vehicles provided that such roadway is closed to through traffic and visible roadway dust is removed within one day following the cessation of activities.
- (7) The provisions of subdivision (e) shall not apply to:
 - (A) officially-designated public parks and recreational areas, including national parks, national monuments, national forests, state parks, state recreational areas, and county regional parks.
 - (B) any large operation which is required to submit a dust control plan to any city or county government which has adopted a District-approved dust control ordinance.
 - (C) any large operation subject to Rule 1158, which has an approved dust control plan pursuant to Rule 1158, provided that all sources of fugitive dust are included in the Rule 1158 plan.
- (8) The provisions of subparagraph (e)(1)(A) through (e)(1)(C) shall not apply to any large operation with an AQMD-approved fugitive dust control plan provided that there is no change to the sources and controls as identified in the AQMD-approved fugitive dust control plan.

(h) Fees

Any person conducting active operations for which the Executive Officer conducts upwind/downwind monitoring for PM₁₀ pursuant to paragraph (d)(3) shall be assessed applicable Ambient Air Analysis Fees pursuant to Rule 304.1. Applicable fees shall be waived for any facility which is exempted from paragraph (d)(3) or meets the requirements of paragraph (d)(3).

TABLE 1
BEST AVAILABLE CONTROL MEASURES
(Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Backfilling	01-1 Stabilize backfill material when not actively handling; and 01-2 Stabilize backfill material during handling; and 01-3 Stabilize soil at completion of activity.	<ul style="list-style-type: none"> ✓ Mix backfill soil with water prior to moving ✓ Dedicate water truck or high capacity hose to backfilling equipment ✓ Empty loader bucket slowly so that no dust plumes are generated ✓ Minimize drop height from loader bucket
Clearing and grubbing	02-1 Maintain stability of soil through pre-watering of site prior to clearing and grubbing; and 02-2 Stabilize soil during clearing and grubbing activities; and 02-3 Stabilize soil immediately after clearing and grubbing activities.	<ul style="list-style-type: none"> ✓ Maintain live perennial vegetation where possible ✓ Apply water in sufficient quantity to prevent generation of dust plumes
Clearing forms	03-1 Use water spray to clear forms; or 03-2 Use sweeping and water spray to clear forms; or 03-3 Use vacuum system to clear forms.	<ul style="list-style-type: none"> ✓ Use of high pressure air to clear forms may cause exceedance of Rule requirements
Crushing	04-1 Stabilize surface soils prior to operation of support equipment; and 04-2 Stabilize material after crushing.	<ul style="list-style-type: none"> ✓ Follow permit conditions for crushing equipment ✓ Pre-water material prior to loading into crusher ✓ Monitor crusher emissions opacity ✓ Apply water to crushed material to prevent dust plumes

TABLE 1
BEST AVAILABLE CONTROL MEASURES
(Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Cut and fill	05-1 Pre-water soils prior to cut and fill activities; and 05-2 Stabilize soil during and after cut and fill activities.	<ul style="list-style-type: none"> ✓ For large sites, pre-water with sprinklers or water trucks and allow time for penetration ✓ Use water trucks/pulls to water soils to depth of cut prior to subsequent cuts
Demolition – mechanical/manual	06-1 Stabilize wind erodible surfaces to reduce dust; and 06-2 Stabilize surface soil where support equipment and vehicles will operate; and 06-3 Stabilize loose soil and demolition debris; and 06-4 Comply with AQMD Rule 1403.	<ul style="list-style-type: none"> ✓ Apply water in sufficient quantities to prevent the generation of visible dust plumes
Disturbed soil	07-1 Stabilize disturbed soil throughout the construction site; and 07-2 Stabilize disturbed soil between structures	<ul style="list-style-type: none"> ✓ Limit vehicular traffic and disturbances on soils where possible ✓ If interior block walls are planned, install as early as possible ✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes
Earth-moving activities	08-1 Pre-apply water to depth of proposed cuts; and 08-2 Re-apply water as necessary to maintain soils in a damp condition and to ensure that visible emissions do not exceed 100 feet in any direction; and 08-3 Stabilize soils once earth-moving activities are complete.	<ul style="list-style-type: none"> ✓ Grade each project phase separately, timed to coincide with construction phase ✓ Upwind fencing can prevent material movement on site ✓ Apply water or a stabilizing agent in sufficient quantities to prevent the generation of visible dust plumes

TABLE 1
BEST AVAILABLE CONTROL MEASURES
(Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Importing/exporting of bulk materials	09-1 Stabilize material while loading to reduce fugitive dust emissions; and 09-2 Maintain at least six inches of freeboard on haul vehicles; and 09-3 Stabilize material while transporting to reduce fugitive dust emissions; and 09-4 Stabilize material while unloading to reduce fugitive dust emissions; and 09-5 Comply with Vehicle Code Section 23114.	<ul style="list-style-type: none"> ✓ Use tarps or other suitable enclosures on haul trucks ✓ Check belly-dump truck seals regularly and remove any trapped rocks to prevent spillage ✓ Comply with track-out prevention/mitigation requirements ✓ Provide water while loading and unloading to reduce visible dust plumes
Landscaping	10-1 Stabilize soils, materials, slopes	<ul style="list-style-type: none"> ✓ Apply water to materials to stabilize ✓ Maintain materials in a crusted condition ✓ Maintain effective cover over materials ✓ Stabilize sloping surfaces using soil binders until vegetation or ground cover can effectively stabilize the slopes ✓ Hydroseed prior to rain season
Road shoulder maintenance	11-1 Apply water to unpaved shoulders prior to clearing; and 11-2 Apply chemical dust suppressants and/or washed gravel to maintain a stabilized surface after completing road shoulder maintenance.	<ul style="list-style-type: none"> ✓ Installation of curbing and/or paving of road shoulders can reduce recurring maintenance costs ✓ Use of chemical dust suppressants can inhibit vegetation growth and reduce future road shoulder maintenance costs

TABLE 1
BEST AVAILABLE CONTROL MEASURES
(Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Screening	12-1 Pre-water material prior to screening; and 12-2 Limit fugitive dust emissions to opacity and plume length standards; and 12-3 Stabilize material immediately after screening.	<ul style="list-style-type: none"> ✓ Dedicate water truck or high capacity hose to screening operation ✓ Drop material through the screen slowly and minimize drop height ✓ Install wind barrier with a porosity of no more than 50% upwind of screen to the height of the drop point
Staging areas	13-1 Stabilize staging areas during use; and 13-2 Stabilize staging area soils at project completion.	<ul style="list-style-type: none"> ✓ Limit size of staging area ✓ Limit vehicle speeds to 15 miles per hour ✓ Limit number and size of staging area entrances/exits
Stockpiles/ Bulk Material Handling	14-1 Stabilize stockpiled materials. 14-2 Stockpiles within 100 yards of off-site occupied buildings must not be greater than eight feet in height; or must have a road bladed to the top to allow water truck access or must have an operational water irrigation system that is capable of complete stockpile coverage.	<ul style="list-style-type: none"> ✓ Add or remove material from the downwind portion of the storage pile ✓ Maintain storage piles to avoid steep sides or faces

TABLE 1
BEST AVAILABLE CONTROL MEASURES
(Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Traffic areas for construction activities	15-1 Stabilize all off-road traffic and parking areas; and 15-2 Stabilize all haul routes; and 15-3 Direct construction traffic over established haul routes.	<ul style="list-style-type: none"> ✓ Apply gravel/paving to all haul routes as soon as possible to all future roadway areas ✓ Barriers can be used to ensure vehicles are only used on established parking areas/haul routes
Trenching	16-1 Stabilize surface soils where trencher or excavator and support equipment will operate; and 16-2 Stabilize soils at the completion of trenching activities.	<ul style="list-style-type: none"> ✓ Pre-watering of soils prior to trenching is an effective preventive measure. For deep trenching activities, pre-trench to 18 inches soak soils via the pre-trench and resuming trenching ✓ Washing mud and soils from equipment at the conclusion of trenching activities can prevent crusting and drying of soil on equipment
Truck loading	17-1 Pre-water material prior to loading; and 17-2 Ensure that freeboard exceeds six inches (CVC 23114)	<ul style="list-style-type: none"> ✓ Empty loader bucket such that no visible dust plumes are created ✓ Ensure that the loader bucket is close to the truck to minimize drop height while loading
Turf Overseeding	18-1 Apply sufficient water immediately prior to conducting turf vacuuming activities to meet opacity and plume length standards; and 18-2 Cover haul vehicles prior to exiting the site.	<ul style="list-style-type: none"> ✓ Haul waste material immediately off-site

TABLE 1
BEST AVAILABLE CONTROL MEASURES
(Applicable to All Construction Activity Sources)

Source Category	Control Measure	Guidance
Unpaved roads/parking lots	19-1 Stabilize soils to meet the applicable performance standards; and 19-2 Limit vehicular travel to established unpaved roads (haul routes) and unpaved parking lots.	✓ Restricting vehicular access to established unpaved travel paths and parking lots can reduce stabilization requirements
Vacant land	20-1 In instances where vacant lots are 0.10 acre or larger and have a cumulative area of 500 square feet or more that are driven over and/or used by motor vehicles and/or off-road vehicles, prevent motor vehicle and/or off-road vehicle trespassing, parking and/or access by installing barriers, curbs, fences, gates, posts, signs, shrubs, trees or other effective control measures.	

Table 2
DUST CONTROL MEASURES FOR LARGE OPERATIONS

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
Earth-moving (except construction cutting and filling areas, and mining operations)	<p>(1a) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent four-hour period of active operations; OR</p> <p>(1a-1) For any earth-moving which is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.</p>
Earth-moving: Construction fill areas:	<p>(1b) Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D-2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations during each subsequent four-hour period of active operations.</p>

Table 2 (Continued)

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
Earth-moving: Construction cut areas and mining operations:	(1c) Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.
Disturbed surface areas (except completed grading areas)	(2a/b) Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 percent of the unstabilized area.
Disturbed surface areas: Completed grading areas	(2c) Apply chemical stabilizers within five working days of grading completion; OR (2d) Take actions (3a) or (3c) specified for inactive disturbed surface areas.
Inactive disturbed surface areas	(3a) Apply water to at least 80 percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR (3b) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (3c) Establish a vegetative ground cover within 21 days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR (3d) Utilize any combination of control actions (3a), (3b), and (3c) such that, in total, these actions apply to all inactive disturbed surface areas.

Table 2 (Continued)

FUGITIVE DUST SOURCE CATEGORY	CONTROL ACTIONS
Unpaved Roads	(4a) Water all roads used for any vehicular traffic at least once per every two hours of active operations [3 times per normal 8 hour work day]; OR (4b) Water all roads used for any vehicular traffic once daily and restrict vehicle speeds to 15 miles per hour; OR (4c) Apply a chemical stabilizer to all unpaved road surfaces in sufficient quantity and frequency to maintain a stabilized surface.
Open storage piles	(5a) Apply chemical stabilizers; OR (5b) Apply water to at least 80 percent of the surface area of all open storage piles on a daily basis when there is evidence of wind driven fugitive dust; OR (5c) Install temporary coverings; OR (5d) Install a three-sided enclosure with walls with no more than 50 percent porosity which extend, at a minimum, to the top of the pile. This option may only be used at aggregate-related plants or at cement manufacturing facilities.
All Categories	(6a) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 2 may be used.

**TABLE 3
CONTINGENCY CONTROL MEASURES FOR LARGE OPERATIONS**

FUGITIVE DUST SOURCE CATEGORY	CONTROL MEASURES
Earth-moving	(1A) Cease all active operations; OR (2A) Apply water to soil not more than 15 minutes prior to moving such soil.
Disturbed surface areas	(0B) On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a mixture of chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of six months; OR (1B) Apply chemical stabilizers prior to wind event; OR (2B) Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR (3B) Take the actions specified in Table 2, Item (3c); OR (4B) Utilize any combination of control actions (1B), (2B), and (3B) such that, in total, these actions apply to all disturbed surface areas.
Unpaved roads	(1C) Apply chemical stabilizers prior to wind event; OR (2C) Apply water twice per hour during active operation; OR (3C) Stop all vehicular traffic.
Open storage piles	(1D) Apply water twice per hour; OR (2D) Install temporary coverings.
Paved road track-out	(1E) Cover all haul vehicles; OR (2E) Comply with the vehicle freeboard requirements of Section 23114 of the California Vehicle Code for both public and private roads.
All Categories	(1F) Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified in Table 3 may be used.

Table 4
(Conservation Management Practices for Confined Animal Facilities)

SOURCE CATEGORY	CONSERVATION MANAGEMENT PRACTICES
Manure Handling (Only applicable to Commercial Poultry Ranches)	(1a) Cover manure prior to removing material off-site; AND (1b) Spread the manure before 11:00 AM and when wind conditions are less than 25 miles per hour; AND (1c) Utilize coning and drying manure management by removing manure at laying hen houses at least twice per year and maintain a base of no less than 6 inches of dry manure after clean out; or in lieu of complying with conservation management practice (1c), comply with conservation management practice (1d). (1d) Utilize frequent manure removal by removing the manure from laying hen houses at least every seven days and immediately thin bed dry the material.
Feedstock Handling	(2a) Utilize a sock or boot on the feed truck auger when filling feed storage bins.
Disturbed Surfaces	(3a) Maintain at least 70 percent vegetative cover on vacant portions of the facility; OR (3b) Utilize conservation tillage practices to manage the amount, orientation and distribution of crop and other plant residues on the soil surface year-round, while growing crops (if applicable) in narrow slots or tilled strips; OR (3c) Apply dust suppressants in sufficient concentrations and frequencies to maintain a stabilized surface.
Unpaved Roads	(4a) Restrict access to private unpaved roads either through signage or physical access restrictions and control vehicular speeds to no more than 15 miles per hour through worker notifications, signage, or any other necessary means; OR (4b) Cover frequently traveled unpaved roads with low silt content material (i.e., asphalt, concrete, recycled road base, or gravel to a minimum depth of four inches); OR (4c) Treat unpaved roads with water, mulch, chemical dust suppressants or other cover to maintain a stabilized surface.
Equipment Parking Areas	(5a) Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR (5b) Apply material with low silt content (i.e., asphalt, concrete, recycled road base, or gravel to a depth of four inches).

APPENDIX "B"

PROJECT SIGN

8'-0"

6'-0"
1'-0"
1'-3"
1'-9"
2'-0"

RIVERSIDE COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT (1)

**PERRIS VALLEY CHANNEL
SEDIMENT REMOVAL** (2)

TOTAL CONSTRUCTION COST: \$ * (3)
FUNDED BY RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT (4)
AND MARCH JOINT POWERS AUTHORITY

START DATE: * (4) APPROX. COMPLETION DATE: *

ENGINEER:
JASON E. UHLEY
GENERAL MANAGER-CHIEF ENGINEER (5)
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
RIVERSIDE, CALIFORNIA
(951) 955-1200

(4) CONTRACTOR:
*

LETTER SCHEDULE

	<u>SIZE</u>	<u>COLOR</u>
(1)	2"	BLACK
(2)	4"	ROYAL
(3)	3"	ROYAL
(4)	2"	ROYAL
(5)	2"	BLACK

3/4" CDX GRADE
PLYWOOD



6x6 POSTS SHALL
BE BURIED 3' MINIMUM
WITH 5' FROM GROUND
TO BOTTOM OF SIGN

NOTES:

1. MINIMUM SPACING BETWEEN LINES 1".
2. * -INFO. FURNISHED BY ENGINEER
3. ALL LETTERS FILLED AND CENTERED
4. THE STRIPES ARE GOLD AND BLACK ON WHITE BACKGROUND.

APPENDIX "B" PROJECT SIGN

APPENDIX "C"

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MEMORANDUM OF UNDERSTANDING

EXHIBIT 1

IMPROVED CHANNELS AND BASINS MAINTENANCE LISTING

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

NOTES:

- GROUP 1: AUTHORIZED ACTIVITIES INCLUDE ITEMS A, B, E, F, H, J, K, L, M, O (typically applicable to earthen channels and/or levees and with or without slope protection)
- GROUP 2: AUTHORIZED ACTIVITIES INCLUDE ITEMS A, E, H, I, L, O (typically applicable to concrete trapezoidal or rectangular channels)
- GROUP 3: AUTHORIZED ACTIVITIES INCLUDE ITEMS A, C, E, G, H, J, L, M, O (typically applicable to detention/retention and/or debris basins)
- GROUP 4: Federal Project - Maintenance activities regulated by the Secretary of the Army and may include any or all of the Authorized Activities.

Unless an individual Authorized Activity is specifically listed as an Authorized Activity on Pages 1 through 35 of this Exhibit, the activities included in each of the Groups above shall be the only activities which may be accomplished for any particular project as designated on Pages 1 through 35 of this Exhibit.

Updated July 1997

EXHIBIT 1

13/35

R.C.F.C. & W.C.D.

IMPROVED CHANNELS AND BASINS MAINTENANCE LISTING

ZONE 4

<u>PROJECT NO.</u>	<u>PROJECT NAME</u>	<u>DESCRIPTION (PROJECT TYPE)</u>	<u>LOCATION</u> (See Thomas Bros. Map)		<u>AUTHORIZED ACTIVITIES (SEE COVER SHEET OF EXHIBIT 1 AND SECTION II OF MOU)</u>
			<u>PAGE NO.</u>	<u>GRID</u>	
3-0120	Four Corners Storm Drain	Earthen trap. channel outlet to Lake Elsinore	70	D5	GROUP 1
3-0140	Sedco Line D and D-1	Concrete trap. to riprap channel	84	D4	GROUP 2
	Sedco Line D and D-1	Earthen channel	84	D4	GROUP 1
3-0147	Sedco MDP Basin	Earthen basin size 3.45 acres	85	A5	GROUP 3, P
3-0175	Third St. Channel	Trap. channel s/rock slope protection to earthen trap. channel	70	F4	GROUP 1
3-0180	Wasson Canyon Channel	Rectangular concrete channel	71	A5	GROUP 2
3-0190	Wasson Canyon Debris Basin	Earthen basin size 3.72 acres	71	A5	GROUP 3, P
4-0010	Perris Valley Channel	Earthen trap. channel	31 41 42	F1-6 F1-4 A4-6	GROUP 1

EXHIBIT 1

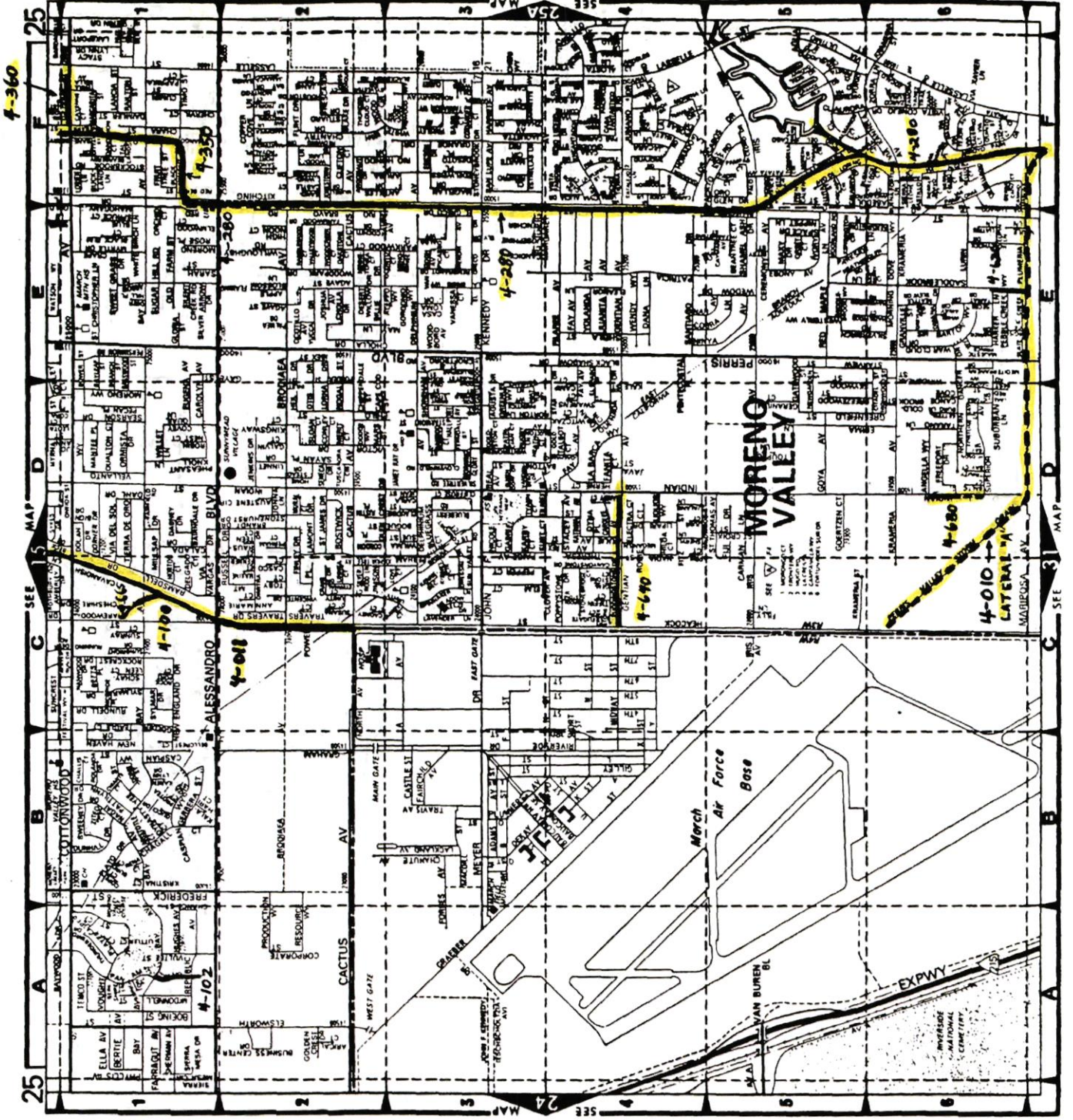
14/35

R.C.F.C. & W.C.D.

IMPROVED CHANNELS AND BASINS MAINTENANCE LISTING

ZONE 4

PROJECT NO.	PROJECT NAME	DESCRIPTION (PROJECT TYPE)	LOCATION (See Thomas Bros. Map)		AUTHORIZED ACTIVITIES (SEE COVER SHEET OF EXHIBIT 1 AND SECTION II OF MOU)
			PAGE NO.	GRID	
4-0010	Perris Valley Channel Lateral A	Earthen bottom trap. channel with concrete slope protection on sides	25	C6, D6, E6, F6	GROUP 1
			31	D1, E1, F1	
	Perris Valley Channel Lateral B	Earthen trap. channel	31	C2, D2, E2, F2	GROUP 1
4-0011	Heacock Channel Sunnymead Line B	Concrete trap. channel	25	C2	GROUP 2
4-0020	San Jacinto River	Earthen levees, some with rock, grouted rock, and sections of concrete slope protection. Sections of natural riverbed not routinely maintained.	31A	F5, 6	GROUP 1
			31B	A4, 5, B3, 4, C3, D2, 3, E2, F2, 3	
			32	B4, C4, D4, 5, E4, 5, F5	
			33	A5, 6, B6, C6	
			42	A6, B4-6, C4, D3, 4, E1, 2, F1	
			45	C1, D1, 2, E2	
			52	C4, D3, 4, E2, 3, F1, 2	
53	A1				
	San Jacinto River	Earthen levees with rock and grouted rock slope protection. Groins in channel bottom	45	E2, F2-5	GROUP 4
			46	A4-6, B6	
			57	B1, C1	
4-0025	Potrero Debris Basin	Earth debris basin size 50 acres	32	F5	GROUP 3, P



4-360

4-390

4-400

4-680

4-010 LATERAL

ALESSANDRO

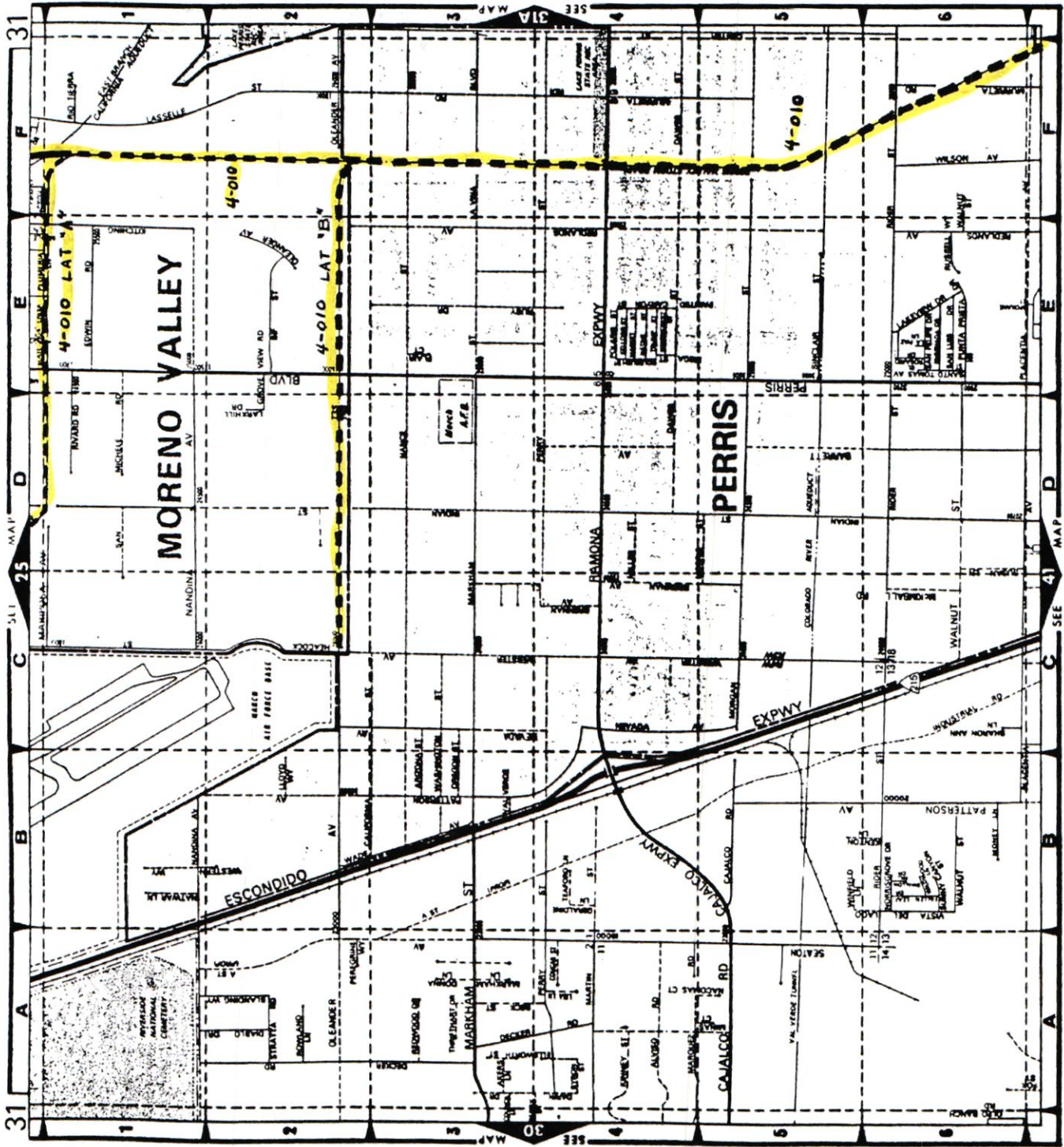
MORENO VALLEY

March Air Force Base

EXPWY

25
A
B
C
D
E
MAP 25A
SEE

1
2
3
4
5
MAP 25A
SEE



DETAIL

SHREVE CO.

1 II. AUTHORIZED ACTIVITIES

2 The maintenance activities identified below, when performed on the improved
3 channel(s), improved basin(s) and adjacent work area(s) specified in Exhibit 1 and
4 in accordance with the procedures described below, shall not require further notice
5 to, or agreement with, the Department pursuant to Section 1601 of the Fish and Game
6 Code.

7 The District, in the selection and application of pesticides (herbicides and
8 rodenticides) as hereinafter set forth, shall comply with all applicable local,
9 State, and Federal permitting or licensing requirements or regulations. Nothing
10 in this MOU shall be construed as a permit, license, or any other entitlement to
11 the application of pesticides.

- 12 A. Control of weeds and grasses on maintenance roads and on the areas between top
13 of banks (improved channel and improved basin) and adjacent property to comply
14 with local fire regulations and to provide a safe travel way to conduct
15 facility inspection and maintenance activities by mowing, discing, hand labor
16 or herbicide application.
- 17 B. Control of weeds and grasses, and emergent aquatic vegetation on earthen
18 channel bottoms and banks to maintain channel design capacity, or to comply
19 with local fire regulations, or to conduct facility inspection. Vegetation
20 control will be accomplished by mowing, hand labor or herbicide application.

- 1 C. Control of weeds and grasses on the basin banks to comply with local fire
2 regulations or to conduct facility inspection by mowing, hand labor or
3 herbicide application.
- 4 D. Control of weeds and grasses in revegetated mitigation areas and landscaped
5 areas to allow plant establishment by mowing, discing, hand labor or herbicide
6 application as specified in Exhibit 1.
- 7 -E. Removal of vegetation, sand, silt, sediment and debris, and other obstructions
8 to flow within the immediate vicinity (not to exceed 100 feet) of the
9 following structures: (1) stream flow measuring stations; (2) culverts and
10 bridges; (3) storm drain outfall structures; (4) drop structures (energy
11 dissipaters), and (5) basin inlet and outlet structures, to maintain the
12 structures design function. Surface flowing water, if any, will be diverted,
13 if possible, from work area when using equipment in the improved channel or
14 improved basin.
- 15 - F. Control and/or removal of woody and herbaceous vegetation with large tractor-
16 pulled rotary mowers or equivalent and/or hand labor and tools on channel
17 bottoms and channel banks to maintain channel design capacity. Improved
18 channels that are to be cleared in strips in alternating years to retain
19 habitat for wildlife, as illustrated in Exhibit 5 attached hereto and
20 incorporated herein by reference, are indicated in Exhibit 1.

1 G. Control and/or removal of woody and herbaceous vegetation, weeds and grasses
2 with large tractor-pulled rotary mowers or equivalent and/or hand labor tools
3 on basin bottoms to comply with local fire regulations or to minimize the
4 potential for obstructing the basin outlet structure. Except as provided for
5 in Authorized Activities E or P or as indicated in Exhibit 1, vegetation in
6 low flow "wet" areas shall be left undisturbed.

7 H. Removal of trees or branches that are in imminent danger of falling, fallen
8 trees and associated debris to maintain the channel or basin outlet structure
9 design capacity.

10 I. Removal of accumulated sand, silt, sediment, woody and herbaceous vegetation,
11 debris, rubbish and other obstructions from concrete-lined or rock-lined
12 channels or transition sections to maintain design capacity.

13 J. Removal of accumulated sand, silt, sediment, debris, rubbish and other
14 obstructions or accumulations in improved channels with unlined channel
15 bottoms or basin bottoms to maintain channel or basin design capacity.
16 Improved channels or improved basins that are to be cleared in strips in
17 alternating years to retain habitat for wildlife, as illustrated in Exhibit 5,
18 are indicated in Exhibit 1.

19 K. Removal of accumulated sand, silt, sediment, debris, rubbish and other
20 obstructions or accumulations in improved channels with unlined channel
21 bottoms to maintain low flow channel design capacity or, when necessary, to

provide fish passage or habitat identified in District environmental documents.

- 2
- 3 L. Repair of failed sections of rock, gabion, masonry block, rail and wire,
- 4 concrete-lined, gunite, grouted concrete riprap or other bank protections to
- 5 maintain bank stabilization measures or drop structures to provide invert
- 6 stabilization measures. Surface flowing water, if any, will be diverted from
- 7 the work area, if possible, when using equipment in the improved channel.
- 8 Maintenance activities shall be confined to the section affected by the
- 9 failure. Upon maintenance activity completion, disturbed portions of the
- 10 channel bottom shall be scarified from the work site to the equipment entrance
- 11 where equipment traffic has caused compaction of the streambed soil materials.
- 12 -M. Restoration of eroded earth levees or channel and basin banks previously
- 13 installed and/or maintained for public health and safety. Surface flowing
- 14 water, if any, will be diverted from the work area, if possible, when using
- 15 equipment in the improved channel or improved basin.
- 16 N. Scarify bottom of improved channel(s) or improved basin(s) by discing, ripping
- 17 or bulldozing for the purpose of increasing the percolation rate related to
- 18 the promotion of groundwater recharge.
- 19 -O. Control of burrowing rodents in channel, basin (including dam embankment) or
- 20 levee banks with application of rodenticides.

APPENDIX "D"

404 REGIONAL GENERAL PERMIT (RGP) NO. 99

DEPARTMENT OF THE ARMY PERMIT

Permittee: Riverside County Flood Control & Water Conservation District

Project Name: Regional General Permit No. 99
Routine Operation and Maintenance Program for Low-Impact Facilities

Permit Number: Regional General Permit (RGP) No. 99 (SPL-2013-00688)

Issuing Office: Los Angeles District

Note: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official acting under the authority of the commanding officer.

After receipt of a Notice to Proceed from this office verifying that your specific maintenance activities comply with the terms and conditions of this RGP, you are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: RGP 99 authorizes routine maintenance of Riverside County Flood Control & Water Conservation District (RCFCWCD) facilities including basins, channels, dams, grade control structures, levees, bank protection (including riprap), headwalls, culverts and appurtenant structures of all of the above that involve a discharge of fill material into waters of the United States pursuant to Section 404 of the Clean Water Act of 1972. Maintenance activities include sediment, debris, and trash removal, slope and erosion repairs, side-slope tracking and/or reshaping, landscape maintenance (where applicable), structure rehabilitation and/or replacement, rip-rap and grout repair, removal and replacement of concrete channel linings, and washout backfill and repair. Temporary access ramps/roads may be installed to complete the above activities. Maintenance activities would not result in a change of capacity and facilities would only be maintained to as-built specifications. The complete list of facilities covered by this RGP is attached as Appendix I.

Specifically, you are authorized to:

1. Conduct channel and basin/dam maintenance (i.e., sediment and debris removal, erosion repairs, side slope tracking and/or reshaping, and structure rehabilitation/replacement).
2. Conduct landscape maintenance and vegetation control/removal as applicable.
3. Conduct rip-rap repair/installation.

4. Conduct structural inspection/cleaning.
5. Conduct fabrication and repair/installation of headwalls.
6. Conduct removal and replacement of concrete channel linings.
7. Conduct the repair and backfill of washouts and slope repairs.
8. Install temporary surface water diversions to facilitate routine maintenance activities.
9. Install temporary access ramps to facilitate routine maintenance and/or clean-up debris removal activities, including similar activities associated with trash/debris removal.

Project Location: RCFCWCD-managed facilities throughout Riverside County, California (see Appendix I for specific locations).

Permit Conditions:

Notification Requirements: RCFCWCD shall submit proposed maintenance activities requested to be authorized by this RGP no less than 45 calendar days before the anticipated maintenance activity (requiring authorization) is to be conducted. The Corps will respond in writing with verification of the use of the RGP (as applicable). The specific maintenance activities described in the request shall be authorized under a notice to proceed (NTP) upon verification that the proposed action complies with the terms and conditions of this RGP. If multiple facilities are submitted by RCFCWCD in one request, the Corps shall authorize the activities under a single notice to proceed (NTP) upon verification that each of the proposed actions complies with the terms and conditions of this RGP. Actions determined not to qualify for the RGP may require review under a separate authorization process (e.g. an alternative RGP, nationwide permit (NWP) or standard individual permit (SIP)). Verification for the use of the RGP for an approved maintenance activity at a facility on the approved list may be assumed if the Corps is unable to respond in writing (by letter or email) within 45 calendar days of the submittal. The 45-day assumption of verification does not apply at any specific facility in which circumstances have changed and either federally threatened or endangered species (or their designated critical habitat) have been discovered, and/or historic properties/cultural resources that may be potentially eligible for listing on the National Register of Historic Places have been discovered.

General Conditions:

1. The time limit for completing the authorized activity ends on November 13, 2023. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification from this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

5. A conditioned water quality certification was issued for your project on June 13, 2018. You must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached. Please note the expiration of the certification is five months before this permit. To obtain verification of the use of this permit during those last five months the certification must be re-issued or extended to cover that period.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.

Special Conditions:

1. No maintenance activity authorized under this RGP shall be implemented until the permittee receives written notification from the Corps (in the form of a notice to proceed) verifying compliance with the terms and conditions of the RGP (*except as specified in this Special Condition). The Corps may at its discretion include additional project-specific special conditions in the notice to proceed to ensure impacts are minimal. The notice to proceed will also indicate whether any specific maintenance activity or activities do not comply with the RGP. The permittee may elect to modify such activities to meet the terms and conditions of the RGP or to apply for separate authorization under an alternative permit process (i.e. nationwide permit, standard individual permit, or other RGP). *Verification for the use of the RGP for an approved maintenance activity at a facility on the approved list may be assumed if the Corps is unable to respond in writing (by letter or email) within 45 calendar days of the submittal. The 45-day assumption of verification does not apply at any specific facility in which circumstances have changed and either federally threatened or endangered species (or their designated critical habitat) have been discovered, and/or historic properties/cultural resources that may be potentially eligible for listing on the National Register of Historic Places have been discovered.

2. This RGP only authorizes maintenance activities for facilities as previously approved and listed on the attached appendix (the approved list), and maintenance is only authorized to the extent necessary to restore the as-built condition of the facility as identified in the original as-built drawings. Minor deviations in the facility's configuration or filled area may be authorized by this

RGP where the Corps has determined the deviation is necessary (e.g. current construction codes or safety standards that are necessary to make the repair or replacement), and the project would still otherwise comply with this RGP.

3. The permittee shall submit the proposed maintenance activities plan no less than 45 calendar days before work is scheduled to be conducted as authorized by this RGP. Supplemental plans may be submitted to address maintenance actions that are unforeseen at the time of the original submission. Activities proposed in any supplemental plan(s) shall also require written verification from the Corps before work is authorized to begin as stipulated in Special Condition 1.

Maintenance plans submittals and any supplements shall include the following information:

- a. List of proposed maintenance activities to be implemented including the name of each facility where maintenance is proposed;
- b. maps and drawings clearly depicting location, proposed work limits and impacts of each maintenance activity prepared in accordance with the Corps Los Angeles District Map and Drawing Standards;
- c. environmental Best Management Practices (BMPs) to be implemented at each maintenance activity;
- d. total area of impacts to waters of the United States and associated habitat types at each maintenance activity;
- e. approximate dates and duration of each maintenance activity;
- f. proposed compensatory mitigation (if required);
- g. disposal sites for any sediment/debris excavated from a facility in excess of 25 cubic yards.

4. The permittee shall submit a compliance report of all maintenance activities authorized under the RGP during the previous year no later than July 31. The compliance report shall include the following information:

- a. Summary of all authorized maintenance activities completed under the RGP, including: locations and dates of work, type of activity, quantity of sediment removed, quantity and type(s) of vegetation removed, and total area of impact at each location;
- b. summary of any authorized maintenance activities not completed and their status (postponed, in-progress, etc);
- c. compliance with BMPs applied to each completed maintenance activity;
- d. representative "before and after" photographs of completed maintenance activities;

5. The permittee shall fully implement all environmental BMPs as applied at each maintenance activity described in the annual work plan and any addenda.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

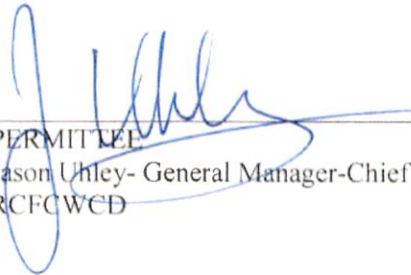
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give you favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



PERMITTEE
Jason Uhley- General Manager-Chief Engineer
RCFCWCD

11-13-18

DATE

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

David J. Castanon
Chief, Regulatory Division
Los Angeles District

13 November 2018

DATE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

TRANSFEREE

DATE

APPENDIX "E"

401 REGIONAL GENERAL PERMIT (RGP) NO. 99



State Water Resources Control Board

CLEAN WATER ACT SECTION 401
GENERAL WATER QUALITY CERTIFICATION AND ORDER

Effective Date: June 13, 2018

Program Type: Fill/Excavation

Project Type: Routine Channel and Flood Control Maintenance Activities

Project: Existing Flood Control Facilities Maintenance Authorized Under U.S. Army Corps of Engineers Regional General Permit 99 (RGP 99) (Project)

Applicant: Riverside County Flood Control & Water Conservation District
Applicant Contact: Jason E. Uhley
General Manager-Chief Engineer
1995 Market Street
Riverside, CA 92501
Phone: (951) 955-1200
Email: fcexesec@rivco.org

Applicant's Agent: Randy Shepheard
Senior Flood Control Planner
1995 Market Street
Riverside, CA 92501
Phone: (951) 955-1306
Email: rsheppea@rivco.org

State Water Board Staff: Alex Lopez
Environmental Scientist
P.O. Box 100
Sacramento, CA 95812-0100
Phone: (916) 341-5480
Email: Alexander.Lopez@waterboards.ca.gov

State Water Board Contact Person:

If you have any questions, please call State Water Resources Control Board (State Water Board) Staff listed above or (916) 341-5478 and ask to speak with the Water Quality Certification and Wetlands Unit Program Manager.

FELICIA MARCUS, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



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Attachment B	As-Built Dimension Information
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Attachment E	Reporting Requirements
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Attachment G	Signatory Requirements

I. General Order

This Clean Water Act (CWA) section 401 General Water Quality Certification and Order (General Order), with Attachments A through G, is issued at the request of the Riverside County Flood Control & Water Conservation District (herein after Permittee). This General Order is for the purpose described in the application and supplemental information submitted by the Permittee. The application was received on August 12, 2015. The application was determined complete on November 20, 2015. Prior to receiving a complete application, the State Water Board issued a notice of incomplete application and the Permittee responded to the request for application information on the following dates (Table 1).

Table 1: Record of Notice(s) of Incomplete Application	
Date of Notice of Incomplete Application	Date all requested information was received.
9/1/2015	10/28/2015

The State Water Board requested additional information necessary to supplement the contents of the complete application and the Permittee responded to the request for supplemental information on the following dates (Table 2).

Table 2: Record of Supplemental Application Information	
Date of Request for Supplemental Information	Date all requested information was received
3/29/2016	3/28/2017

Additionally, the State Water Board issued a Denial Without Prejudice on March 29, 2016.

II. Public Notice

The State Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3861 from May 19, 2017 to July 3, 2017. No comments were received.

III. Project Purpose

The purpose of the project is to provide routine maintenance to Riverside County Flood Control and Water Conservation District flood control facilities as authorized under U.S. Army Corps of Engineers (Corps) Regional General Permit (RGP) 99.

IV. Project Description

Maintenance activities will be conducted at 235 designated flood control facilities located within the Permittee's right-of-way. Facilities include basins, channels, dams, grade control structures, levees, bank protection (including riprap), headwalls, culverts, and appurtenant structures of all the above. Routine maintenance activities restore the facilities to their "maintenance baseline" condition.

V. Project Location

An individual project authorized by the Water Boards under this General Order (Project) may occur within any of the flood control facilities located in Riverside County listed in Attachment B of this General Order. The approximate center coordinates of the area containing these facilities are 33°44'20.77" N, 116°58'2.62" W. Maps showing the location of designated flood control facilities are found in Attachment A of this General Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of Colorado River Regional Water Quality Control Board, Santa Ana Regional Water Quality Control Board, and San Diego Regional Water Quality Control Board (collectively Regional Water Boards). Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the applicable water quality control plans (Basin Plans) for the regions and other plans and policies which may be accessed online at: http://www.waterboards.ca.gov/plans_policies/. The Basin Plans include water quality standards, which consist of existing and potential beneficial uses of waters of the state, water quality objectives to protect those uses, and the state and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Project impact and receiving waters information will be submitted by the Permittee in the Notice of Intent (NOI) pertaining to maintenance activities for scheduled facilities.

VII. Description of Direct Impacts to Waters of the State

Maintenance activities are designed to restore the facility to the original maintenance baseline specifications. Activities include sediment and debris removal; vegetation removal (including mechanized and herbicide application); erosion repairs; side-slope tracking and/or reshaping; landscape maintenance (where applicable); structure repair and/or replacement; rip-rap and grout repair; removal and replacement of concrete channel linings; washout backfill; and repair of temporary surface water diversions to facilitate maintenance and repairs. Maintenance activities may be reoccurring due to a number of causes, including natural stream channel processes, vegetation control, trash and debris removal, and routine repairs.

Maintenance baseline is the original as-built physical specifications (e.g. depth, width, length, location, configuration, and design flood capacity, etc.) of a flood control facility within which maintenance activities are routinely performed. The specifications for facilities affected by this General Order are listed in Attachment B. Impacts to waters of the state within, and up to, the maintenance baseline are considered temporary impacts. Permanent impacts to waters of the state are not authorized by this General Order. For the purposes of this General Order, activities designed to restore maintenance baselines to their as-built specifications shall not be considered permanent impacts.

The following definitions apply:

Permanent aquatic resource impacts means permanent loss of aquatic resource area or resource function resulting from a discharge of dredged or fill material that changes an

aquatic area to dry land; changes the bottom elevation or dimensions of a waterbody; changes the surface elevation or dimensions of a wetland; or causes a loss of beneficial use, unless the discharge restores facility capacity to as-built specifications. Permanent impacts above maintenance baseline are not authorized under this General Order.

Temporary aquatic resource impacts means impacts to aquatic resources from maintenance activities within the maintenance baseline (e.g. impacts necessary to maintain conveyance of floodwaters as designed) and impacts to aquatic resources outside of the maintenance baseline that are short-term (e.g., waters temporarily filled, excavated, or drained where the area of the impacted aquatic resource, including the original contours and uses, is typically restored to pre-project conditions within one year of disturbance). However, the Water Board may determine on a project specific basis that specific timeframes for restoration must be imposed to avoid temporal loss which may otherwise be considered a permanent impact.

All regulated maintenance impacts to waters of the state for scheduled facilities will be described by the Permittee in the NOI. Type and amount of impact by aquatic resource type will be provided for each scheduled facility.

VIII. Avoidance and Minimization

All steps taken to first avoid, and then minimize, impacts to waters of the state to the maximum extent practicable shall be described by the Permittee in the NOI. These measures should include the Avoidance and Minimization Measures listed in the Mitigated Negative Declaration, to be conducted during all maintenance activities.

In addition, facilities identified in this General Order (Attachment B, Table 1) were specifically selected by the Permittee because they are not expected to impact threatened or endangered species or designated critical habitat, and/or historic properties/cultural resources that may be potentially eligible for listing on the National Register of Historic Places.

Finally, as described in section VII, above, Project maintenance activities will avoid permanent impacts to aquatic resources.

IX. Compensatory Mitigation

No compensatory mitigation is required for permanent impacts because permanent impacts resulting in physical loss of waters are not authorized under this General Order. However, compensatory mitigation may be required for temporal loss.

X. California Environmental Quality Act (CEQA)

On March 28, 2017, the Permittee, as lead agency, adopted an initial study/mitigated negative declaration (IS/MND) (State Clearinghouse (SCH) No. 2017021032) for the Project and filed a Notice of Determination (NOD) at the SCH on March 29, 2017. Pursuant to CEQA, the State Water Board has made Findings of Facts (Findings) which support the issuance of this General Order and are included in Attachment C. The State Water Board will file a NOD with the SCH within five (5) working days from the issuance of this General Order. (Cal. Code Regs., tit. 14, § 15096, subd. (i).)

XI. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this Order.

XII. Fees Received

An application fee of \$600 was received on August 12, 2015. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3), and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator. An additional fee of \$119,400, based on estimated total Project impacts over a five-year period, was received on August 16, 2017.

XIII. Expiration Date

This General Order expires five (5) years from the date of this certification, or upon the revocation or expiration of the federal permit, whichever comes first. This General Order may be re-authorized upon submission of a new application and applicable fees.

XIV. Conditions

The Regional Water Boards will independently review the record of any Project proposed for authorization by this General Order to analyze impacts to water quality and designated beneficial uses within the watersheds of the project. In accordance with this General Order, the Permittee may proceed with the Project subject to the following terms and conditions:

A. Authorization

Upon receipt of a Notice of Applicability (NOA) from the Regional Water Boards or State Water Board (collectively Water Boards), the Permittee is authorized to proceed with the maintenance activities in accordance with the terms and conditions of this General Order.

B. Reporting and Notification Requirements

The following section details reporting, notification, and submittal requirements. Content requirements are detailed in Attachment E.

Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment E, which must be signed by the Permittee or an authorized representative.

1. Project Reporting

- a. Annual Reporting:** The Permittee shall submit an Annual Report to the Regional Water Boards on the anniversary of the Project effective date until a Notice of Project Complete Letter is issued. The Annual Report will describe any ongoing maintenance activities and restoration status. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the Permittee by the Regional Water Board(s).

2. Project Status Notifications

- a. Notice of Intent (NOI):** To obtain coverage under this General Order, the Permittee shall:
- i. Submit a complete NOI (Attachment D) to the Regional Water Board(s) in which any facility where maintenance activity is planned within the next twelve months, at least 45 days before the start of maintenance, with a copy to the State Water Board. To the extent possible, the NOI will include a table of all planned activities across all Regional Water Board(s) for the maintenance year. The Regional Water Board(s) will determine if the NOI is complete for all Projects within their jurisdiction within 30 days of receipt. Additional NOIs may be submitted as necessary during the maintenance year to the appropriate Regional Water Board(s) and the State Water Board.
 - ii. Upon receipt of a complete NOI, the Regional Water Board(s) will verify that the specific maintenance activities identified in the NOI comply with the terms and conditions of this General Order.
 - iii. The Regional Water Board(s) will issue either an NOA, informing the discharger that the proposed activity qualifies for authorization, or a Notice of Exclusion (NOE), which informs the discharger that the proposed activity does not qualify for General Order authorization.
 - iv. If an NOE or NOA is not issued by the Regional Water Board(s) within 45 days from NOI receipt, the discharger may proceed with the project according to all applicable General Order conditions.
- b. Commencement of Construction:** The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities to the Regional Water Board(s). Notification may be via email, delivered written notice, or other verifiable means.
- c. Request for Notice of Project Complete Letter:** The Permittee shall submit a Request for Notice of Project Complete Letter when all maintenance activities authorized in the NOA and any associated post-maintenance activity monitoring are complete,¹ and no further Project activities will occur. This request shall be submitted to the Regional Water Board(s) within thirty (30) days following completion of all maintenance activities including post-maintenance monitoring, if applicable. Upon approval of the request, the Regional Water Board(s) shall issue a Notice of Project Complete Letter to the Permittee.

- 3. Conditional Notifications and Reports:** The following notifications and reports are required as appropriate.

¹ Completion of post maintenance monitoring shall be determined by the Regional Water Board(s) and shall be contingent on successful attainment of restoration and mitigation performance criteria.

a. Accidental Discharges of Hazardous Materials²

Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Wat. Code, § 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 - first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911
 - Lastly follow the required OES procedures as set forth in:
http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill_Booklet_Feb2014_FINAL_BW_Acc.pdf
- ii. Following notification to OES, the Permittee shall notify the Regional Water Board(s), as soon as practicable (ideally within 24 hours). Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.
- iii. Within five (5) working days of notification to the Regional Water Board(s), the Permittee must submit an Accidental Discharge of Hazardous Material Report.

b. Violation of Compliance with Water Quality Standards: The Permittee shall notify the Regional Water Board(s) of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.

- i. Examples of noncompliance events include: lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the state, and water contact with uncured concrete.
- ii. This notification must be followed within three (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

c. In-Water Work or Diversions Water Quality Monitoring

- i. The Permittee shall notify the Regional Water Board(s) at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.
- ii. Within three (3) working days following completion of work in water or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to the Regional Water Board(s).

² "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Saf. Code, § 25501.)

- d. **Modifications to Project:** The Permittee shall give advance notice to the Regional Water Board(s) if maintenance implementation as described in the NOI is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The Permittee shall inform the Regional Water Board(s) of any modifications that will interfere with the Permittee's compliance with this General Order, or NOA. Notification may be made in accordance with conditions in the certification deviation section of this General Order.
- e. **Transfer of Property Ownership:** This General Order is not transferable in its entirety or in part to any person or organization except after notice to the State Water Board in accordance with the following terms:
 - i. The Permittee must notify the State Water Board of any change in ownership or interest in ownership of the Project area by submitting a Transfer of Property Ownership Report. The Permittee and purchaser must sign and date the notification and provide such notification to the State Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the State Water Board to be named as the permittee in a revised order.
 - ii. Until such time as this General Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this General Order.
- f. **Transfer of Long-Term BMP Maintenance:** If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee must submit to the State Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee must provide such notification to the State Water Board with a Transfer of Long-Term BMP Maintenance Report at least 10 days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. **General:** In work areas during construction, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete).
2. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, the Water Boards may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.
3. **In-Water Work or Diversions:** For projects involving planned work in water or stream diversions, a water quality monitoring plan shall be submitted with the NOI and in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan.
 - a. At a minimum, this plan shall include monitoring of the following constituents: dissolved oxygen, oil and grease, pH, specific conductance, settleable material,

water temperature, and turbidity. The plan shall specify suitable locations, type of sample (e.g. visual inspection, grab sample, continuous flow through monitor), frequencies and methods as necessary to demonstrate that regional water quality objectives are met.

- b. The water quality monitoring plan shall, for all water diversions, specify sampling locations upstream and downstream of dewatered areas and shall specify that monitoring be conducted before, during, and after diversion installation, diversion removal, dewatering, and rewatering activities to ensure that regional water quality objectives are met. The plan shall specify and the Permittee shall ensure that qualified individuals with sufficient education and experience in water quality monitoring methods and result interpretation conduct this monitoring.

4. **Post-Construction:** Visually inspect the maintenance site during the rainy season (October 1 – April 30) until a Project Complete Letter is issued by the Regional Water Board(s) to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the maintenance site. If water quality pollution is occurring, contact the Water Board staff member overseeing the maintenance activity within three (3) working days. The Water Boards may require the submission of a Violation of Compliance with Water Quality Standards Report. Additional permits may be required to carry out any necessary site remediation.

D. Standard Conditions

1. This General Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, chapter 28, Article 6 commencing with section 3867. Additionally, the State Water Board reserves the right to suspend, cancel, or modify and reissue this General Order, after providing notice to the Permittee, if the State Water Board determines that: projects proposed for authorization by this General Order fail to comply with any of the conditions of this General Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.) or federal Clean Water Act section 303 (33 U.S.C. § 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of state law.
2. This General Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This General Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
4. In the event of any violation or threatened violation of the conditions of this General Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any state law authorizing remedies,

penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this General Order.

E. General Compliance

1. Failure to comply with any condition of this General Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. This General Order authorizes projects discharging to only waters of the United States. Projects that discharge to waters of the state that are not waters of the United States must apply to the Water Boards for waste discharge requirements.
3. Discharge of fill shall be limited to no more than needed to restore the facilities to their maintenance baseline condition.
4. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the Basin Plans by any Water Boards water quality control plan or policy.
5. In response to a suspected violation of any condition of this General Order, the Water Boards may require the holder of this General Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Boards deem appropriate, provide that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.
6. The Permittee must, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this General Order; and all subsequent submittals required as part of this General Order. The conditions within this General Order and Attachments supersede conflicting provisions within Permittee submittals.
7. This General Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of state law.
8. The Permittee shall adhere to all requirements in the Mitigation Monitoring Plan described in the table of Avoidance and Minimization Measures (found in the CEQA IS/MND for Regional General Permit for Maintenance of Existing Flood Control Facilities, March 8, 2017; SCH No. 2017021032)) which is incorporated herein by reference and any additional measures as outlined in Attachment C, CEQA Findings of Fact.

F. Construction General Permit Requirement: The Permittee shall maintain compliance with conditions described in, and required by, the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No.

CAS000002), for maintenance activities that include ground disturbance of over one acre above the maintenance baseline.

G. Administrative

1. Signatory requirements for all document submittals required by this General Order are presented in Attachment G of this General Order.
2. This General Order does not authorize any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C. §§ 1531-1544). If a "take" will result from any act authorized under this General Order held by the Permittee, the Permittee must obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this General Order.
3. The Permittee shall grant Water Board staff, or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this General Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this General Order.
 - d. Sample or monitor for the purposes of assuring General Order compliance.
4. A copy of this General Order, the NOI and NOA shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies shall remain at the Project site for the duration of this General Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this General Order, the NOI and NOA must be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this General Order, the NOI and NOA and its posted location at the Project site.

H. Construction Conditions

Best Management Practices, including the Avoidance and Minimization measures listed in the Project MND, shall be followed to protect water quality from fill and/or excavation impacts as much as possible. If applicable, the following conditions apply to each project authorized by the General Order.

Good Site Management "Housekeeping"

1. Construction material, debris, rubbish, spoils, soil, silt, sawdust, rubbish, steel, welding slag, welding rods, waste material, waste containers, other organic or earthen material, or any other substances which could be detrimental to water quality or hazardous to

aquatic life that is discharged as a result of project related activities shall be prevented from entering waters of the state.

2. The limits of project disturbance must be clearly identified in the field prior to start of maintenance activities within a water of the state. Such identification must be properly maintained until maintenance is completed and the area has been stabilized. Equipment, materials, or any other substances or activities that may impact waters of the state outside of the limits of project disturbance are prohibited.
3. Environmentally sensitive areas and environmentally restricted areas must be delineated for exclusion prior to the start of maintenance activities.

Toxic or Hazardous Materials

4. Discharge of unset cement, concrete, grout, damaged concrete spoils, or water that has contacted uncured concrete or cement, or related washout to surface waters, ground waters, or land is prohibited. If concrete washout is necessary at a site, washout containment to prevent any discharge shall be used. Wastewater may only be disposed by delivery to a sanitary waste water collection system/facility (with authorization from the facility's owner or operator) or a properly licensed disposal or reuse facility. Appropriate BMPs must be implemented throughout project activities to prevent and control leaks/spills/drainage of such materials.
5. Appropriate BMPs for hazardous substances shall be included in project plans provided in the NOI. These BMPs shall include, at a minimum:
 - a. All personnel handling fuels and other hazardous materials shall be properly trained.
 - b. Adequate spill prevention and cleanup equipment and materials shall be present on site at all times during maintenance implementation.
 - c. All mechanized equipment shall be maintained in good operating order and inspected on a regular basis.
 - d. All on-site fuel trucks or fuel containers shall be stored in an area where risk of contamination of water bodies by leaks or spills is minimized.
 - e. All equipment shall be fueled, maintained, and/or parked overnight in an upland area outside of waters of the state.
 - f. Hazardous materials, including chemicals, fuels, and lubricating oils, shall not be stored within 100 feet of any waters of the state and shall be stored in appropriate containers with appropriate secondary containment.
 - g. Pumps or other stationary equipment operating within 100 feet of a water of the state shall utilize secondary containment systems to prevent spills.
 - h. Any spills or leaks of hazardous materials, chemicals, fuels, lubricants, or any other potential pollutants shall be promptly and completely treated using appropriate material and equipment.
6. A staging area for equipment and vehicle fueling and storage shall be designated outside of waters of the state, in a location where fluids or accidental discharges cannot flow into waters of the state.

Sediment Control

7. Dust abatement activities can reduce discharges of sediment to streams and uplands through the application of water or other fluids. Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented and product-specific application plans that are submitted with the NOI are also approved by Water Boards staff.
8. Use of any new or expanded stream channel or bank armor or artificial structural components placed to prevent channel or bank erosion or movement shall be avoided where possible and minimized when unavoidable and shall be designed so that hydrology of the project area and the affected channel, upstream and downstream, is not adversely affected.

Sediment Disposal

9. Sediment disposal sites can be characterized into seven categories based on potential reuse or disposal opportunities. These disposal options are listed below in preferential order according to how well they support objectives for sustainability.
 - a. **Onsite reuse.** This includes reusing the sediment on-site (i.e., at the project site) within the channel or easement area for various fill or restoration purposes. For example, sediment excavated from the channel bottom could be placed adjacent to the active channel (remaining within the easement area), to enhance soil, vegetation, and riparian habitat conditions. Sediment could also be used on-site for bank stabilization purposes.
 - b. **Other channel or easement reuse.** Similar to Option 1, this includes reusing the sediment within channel or easement areas for fill or restoration purposes. The key difference is that Option 2 would occur at a different channel or easement area within the program area, but in a similar setting to where the sediment was originally removed.
 - c. **Wetland or floodplain restoration or enhancement.** Option 3 consists of beneficial reuse of the sediment outside or off site of channel or easement areas, but in a wetland or floodplain setting to support ecologic functioning and habitat.
 - d. **Upland agricultural or commercial reuse (dry).** Sediment would be reused for upland agricultural or commercial reuses that are dry, whereby the sediment would not be secondarily eroded to stream channels or water bodies. Demand for dry sediment is high, particularly for use as soil amendment for agricultural crops and construction of foundation pads for buildings or structures.
 - e. **Upland agricultural or commercial reuse (wet).** Sediment would be used as fill in an already approved and permitted wetland project. This is a specific case where an approved and permitted project requires the use of sediment to fill a wetland. It is important to note that this sediment disposal plan in no way encourages or sanctions the filling of existing wetlands. However, for projects that are already approved and permitted, it may be preferable to use sediment materials that share similar wetland properties. In this way, using good quality excavated channel sediment for reuse in a wetland setting may be preferable or advantageous to using other fill material or soils.

- f. **Landfill disposal.** In this option the sediment would be disposed at an approved and operating landfill for use as daily cover material for landfill operations.
- g. **Hazardous waste disposal.** This option involves the disposal of sediments containing hazardous levels of contaminants. Hazardous waste will be disposed at appropriate hazardous waste facilities.

Resource Protection

10. As part of the NOI, the Permittee shall submit an endangered species report by a qualified biologist verifying the presence/absence of threatened or endangered species within or adjacent to the sites proposed for maintenance. The report shall also include a pre-disturbance site survey of all Class 3 facilities, based on the classification criteria below, to show that the facility has not developed conditions suitable to support threatened or endangered habitat.

Class 1: This classification includes existing concrete-lined (concrete bed and banks) channels with sparse or no vegetation cover. Sparse means no more than 20% of the total vegetation cover within the channel can be native; for example, if total cover equals 60%, native vegetation must be less than or equal to 12%.

Class 2: Channels defined under Category 1, except they possess either an earthen or un-grouted rip-rap bank or earthen or un-grouted rip-rap channel bottom.

Class 3: Channels that are in all respects defined under Category 2, except native vegetation exceeds the limitations of Category 1 and 2.

11. Vegetation removal within the maintenance baseline, after appropriate biological surveys, shall meet the following requirements:

Class 1 channels may be cleared of all vegetation.

Class 2 channels may be cleared of vegetation as follows:

- i. Vegetation removal in the Category 2 channels shall be conducted in a non-continuous manner, as feasible allowing small patches of in-channel vegetation to persist.
- ii. When vegetation removal is deemed necessary, mowing and/or trimming of vegetation, or herbicide treatment if necessary, shall be done. Uprooting vegetation should be avoided whenever practicable in order to maintain soil stability.
- iii. Permittee shall avoid removal of emergent herbaceous vegetation on the channel bottom that is rooted in or near the low flow channel or a pond in order to provide cover for aquatic wildlife, where feasible. Native non-woody vegetation that does not interfere with designed flood control capacity shall be allowed to grow between sediment removal activities within Category 2 channels. If necessary to alleviate flood risk between sediment removal activities, native non-woody vegetation may be cut down to a level above the water line or root zone.
- iv. No living native vegetation with a diameter at breast height in excess of 3 inches and are located above the maintenance baseline shall be removed or damaged without prior notification to the Regional Water Boards in order to

prevent loss of vegetation that could result in violation of water quality standards.

Class 3 channels may be cleared of vegetation adhering to Category 2 requirements in addition to the following requirements:

- i. Native vegetation removed from Class 3 channels shall not exceed the minimum necessary to complete the identified activities for each maintenance activity. Appropriate precautions shall be taken to avoid inadvertent damage to native vegetation by people or equipment.
 - ii. Native vegetation removal shall be subject to the appropriate restoration, monitoring, and temporal loss mitigation requirements applicable to temporary impacts (i.e., see section I "Mitigation for Temporary Impacts").
12. Maintenance activities consisting solely of vegetation mowing activity that does not discharge waste into a channel and does not consist of any other type of maintenance authorized under RGP 99 are not required to submit an NOI for coverage under this order.
13. Any herbicide spraying activity shall be permitted only after the Permittee has obtained authorization from the State Water Board to do so under the Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Aquatic Pesticide Discharges to Waters of the United States from Algae and Aquatic Weed Control Applications (Water Quality Order No. 2013-0002-DWQ; General Permit No. CAG990005) (Pesticide General Permit). If the Permittee wishes to continue an activity regulated by the Pesticide General Permit after the expiration date of the Pesticide General Permit, the Permittee must apply for and obtain authorization as required by the new permit. (40 C.F.R. §122.41(b).)

I. Mitigation for Temporary Impacts

1. The Permittee shall restore:
 - a. All areas of temporary impacts to waters of the state;
 - b. All native vegetation within the maintenance baseline of Class 3 channels as provided in section H.11;
 - c. All areas outside of the maintenance baseline within the channel; and
 - d. All project site upland areas of temporary disturbance which could result in a discharge to waters of the state at a 1:1 acreage ratio, as described in an approved restoration plan.
2. A restoration plan for the scheduled facility maintenance areas shall be submitted for written acceptance by the appropriate Regional Water Board(s) with the NOI, as described in Attachment D "Notice of Intent." The Permittee shall provide annual monitoring reports for restoration areas if required by the Water Boards, in accordance with conditions set forth in Attachment E.
3. The Water Boards may extend the monitoring period beyond requirements of the restoration plan upon a determination by the Water Boards that the performance standards have not been met or are not likely to be met within the monitoring period.

4. If restoration of temporary impacts to waters of the state is not completed within three hundred sixty-five (365) days of the impacts, compensatory mitigation may be required to offset temporal loss of waters of the state. However, the Water Boards may determine on a project-specific basis that specific timeframes for restoration must be imposed to avoid temporal loss which would otherwise be included in permanent loss. Additionally, the Water Boards may determine on a project-specific basis that restoration timeframes may be extended based on specific site conditions.

J. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water resources. Some modifications of Project locations or predicted impacts may qualify as Certification Deviations as set forth in Attachment F. For purposes of this Certification, a "Certification Deviation" is a Project locational or impact modification that does not require an immediate amendment of the General Order or NOA, because the Water Boards have determined that any potential water resource impacts that may result from the change are sufficiently addressed by the General Order conditions and the CEQA Findings. Following the issuance of a Project Complete Letter by the appropriate Regional Water Board, the NOA will be formally amended to account for any changes to facility specifications or impact amounts associated with maintenance activities authorized under the NOA. After the termination or expiration of this General Order, the General Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts.
2. A Project modification shall not be granted a Certification Deviation if it warrants or necessitates changes that are not addressed by the General Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this General Order. In this case a supplemental environmental review and different order will be required.

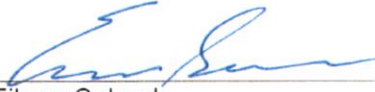
XV. Water Quality Certification

I hereby issue the General Order for the Riverside County Flood Control & Water Conservation District Existing Flood Control Facilities Maintenance Authorized Under U.S. Army Corps of Engineers RGP 99, SB15004GN certifying that as long as all of the conditions listed in this Order are met, any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards).

The State Water Board will file a Notice of Determination (NOD) at the SCH within five (5) working days of issuance of this Order. This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.).

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and, (b)

compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.



Eileen Sobeck
Executive Director
State Water Resources Control Board

6/13/18

Date

- Attachment A** Project Maps
- Attachment B** As-built Dimension Information
- Attachment C** CEQA Findings of Fact
- Attachment D** Notice of Intent (NOI)
- Attachment E** Reporting Requirements
- Attachment F** Certification Deviation Requirements
- Attachment G** Signatory Requirements

APPENDIX "F"

WATER QUALITY BMP PLAN

Figure 3: Water Quality BMP Plan
Perris Valley Channel RGP-99 Maintenance



Notes:

1. In-water work will occur within a portion of Perris Valley Channel.
2. Check dams will be installed to allow for settling of sediment or infiltration of flows upstream of the check dam.

3. Check dams and accumulated sediment behind the check dam will be removed from the channel prior to forecast storms.
4. Visual monitoring of the BMPs and flow conditions will be conducted daily. If damaged or not functioning properly, BMPs will be repaired or reinstalled prior to continuing any in-water work.
5. Accumulated sediment will be removed as needed to maintain BMP function.

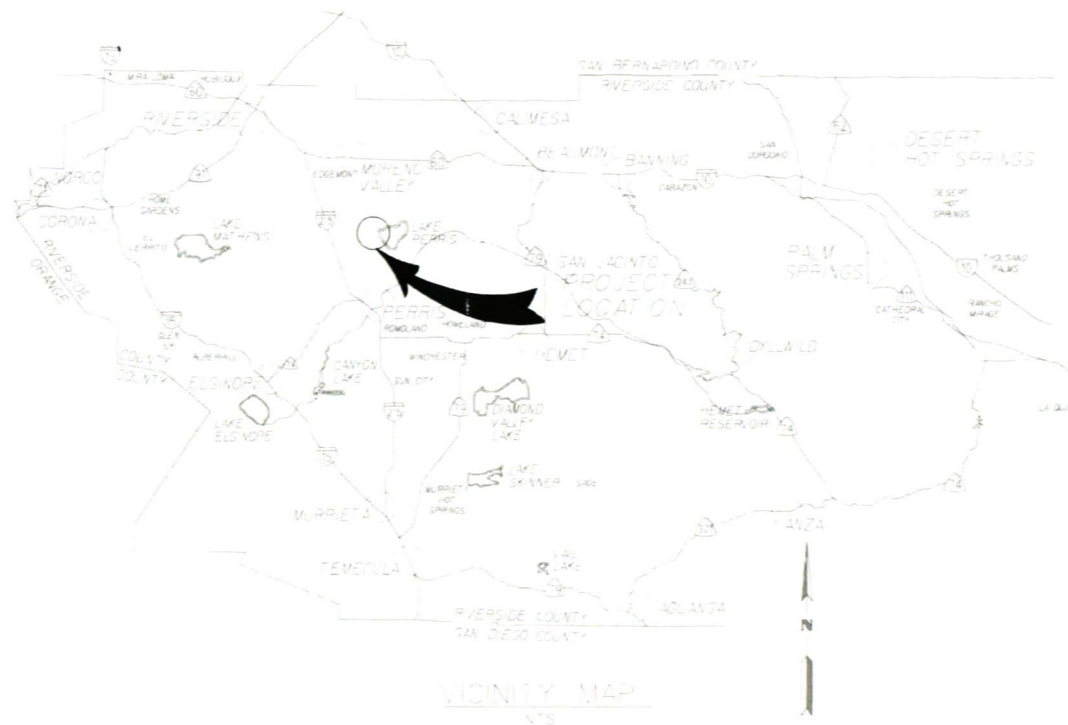
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

INDEX

TITLE SHEET
SEDIMENT REMOVAL
PLANS

SHEET NO.:

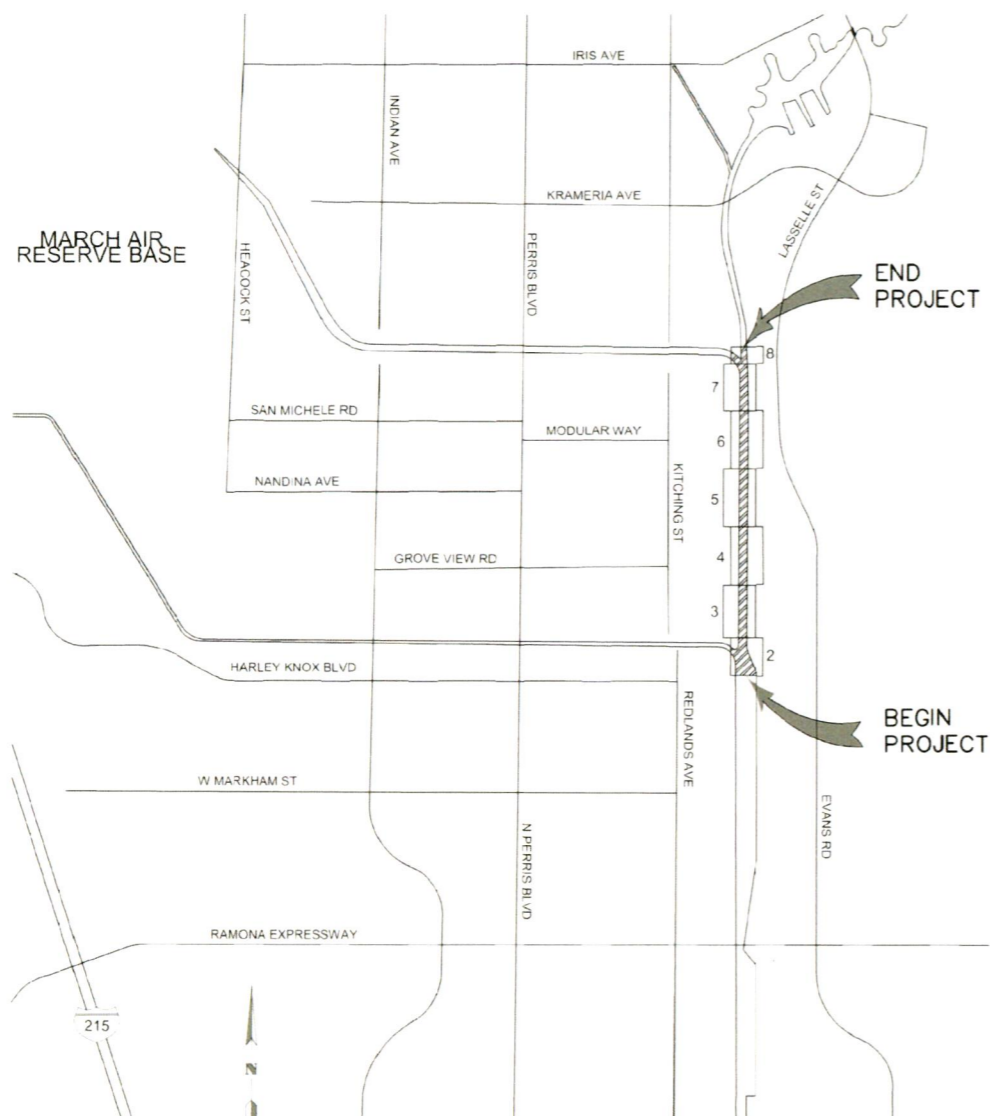
1
2-8



GENERAL NOTES

- EXCAVATION AND BACKFILL PAY LINES ARE SHOWN ON RCFC STANDARD DRAWING M815 UNLESS SHOWN OTHERWISE ON THESE PLANS.
- ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION.
- ALL CHANNEL/STORM DRAIN REFERENCES AND CROSS SECTIONS ARE TAKEN LOOKING DOWNSTREAM.
- TOPOGRAPHY BY DIGITAL PHOTOGAMMETRIC METHODS. AERIAL PHOTOGRAPHS TAKEN AT AN ALTITUDE NOT TO EXCEED A FLYING HEIGHT TO CONTOUR INTERVAL RATIO OF 1800. PHOTOGRAPHY DATED 07-06-2022
- THE VERTICAL DATUM IS DERIVED FROM NAVD-88. THE HORIZONTAL DATUM IS DERIVED FROM NAD83(1988) EPOCH 2017.50, AND CALIFORNIA STATE PLANE, ZONE 6
- STANDARD DRAWINGS CALLED FOR ON THE PLAN & PROFILE SHALL CONFORM TO RCFC & WCD STD DRAWINGS, OR CALTRANS/CITY/COUNTY STANDARD PLANS
- ELEVATIONS AND LOCATIONS OF UTILITIES WERE OBTAINED FROM AVAILABLE INFORMATION AND ARE SHOWN APPROXIMATELY ON THESE PLANS. 48 HOURS BEFORE EXCAVATION CALL UNDERGROUND SERVICE ALERT AT 1-800-227-2600. ALL UTILITIES SHALL BE PROTECTED IN PLACE EXCEPT AS NOTED ON PLANS AND SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS
- ALL OPENINGS RESULTING FROM CUTTING OR PARTIAL REMOVAL OF EXIST. CULVERTS, PIPES, OR SIMILAR STRUCTURES TO BE ABANDONED, SHALL BE SEALED AT BOTH ENDS WITH 6" MINIMUM CLASS "B" CONCRETE.
- UNLESS OTHERWISE SPECIFIED, MINIMUM STREET RECONSTRUCTION SHALL BE 4" TYPE "B" HOT ASPHALT MIX OVER 6" CLASS 2 AGGREGATE BASE OR AS SPECIFIED BY THE ENGINEER.
- ALL RECONSTRUCTION, RESURFACING AND PAVEMENT DELINEATION, CURBS, SIDEWALKS AND OTHER IMPROVEMENTS ARE TO BE RECONSTRUCTED IN KIND AT THE SAME LOCATIONS AND ELEVATIONS AS THE EXISTING IMPROVEMENTS, UNLESS OTHERWISE NOTED.

*NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT, PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED



INDEX MAP
N



BENCHMARK M-31
FD 2" ALUM. DISK
STMPD RIV. CO.
SURVEYOR M-31" FLUSH
N. 2,262,869.82 FT.
E. 6,265,320.87 FT.
EL. 1474.67 (NAVD-29)

NO.	DESCRIPTION	APPR.	DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DESIGNED BY: G. HERNANDEZ
DRAWN BY: G. HERNANDEZ
DATE DRAWN: SEPTEMBER 2023
REVISION NUMBER: 201901

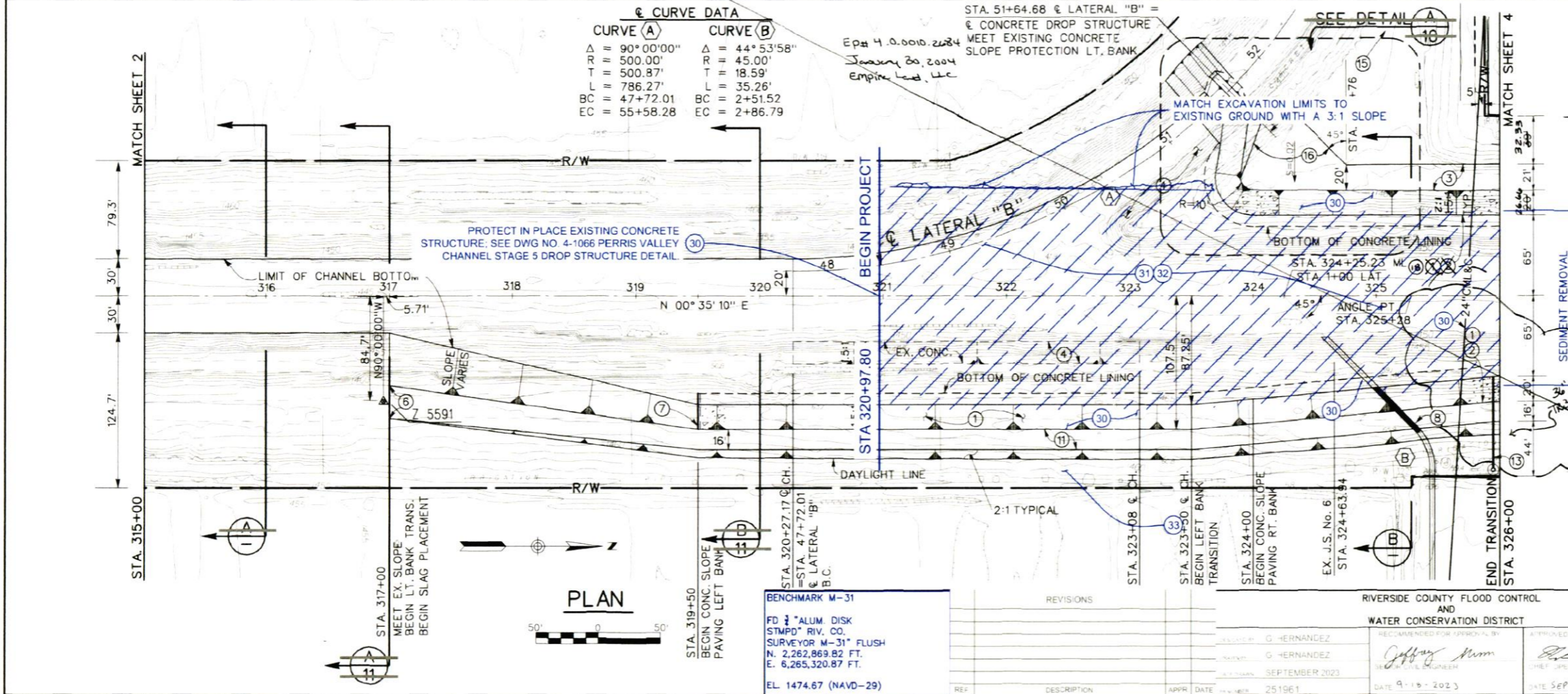
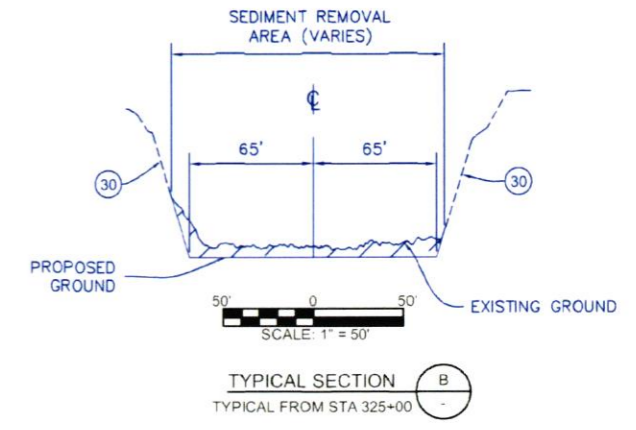
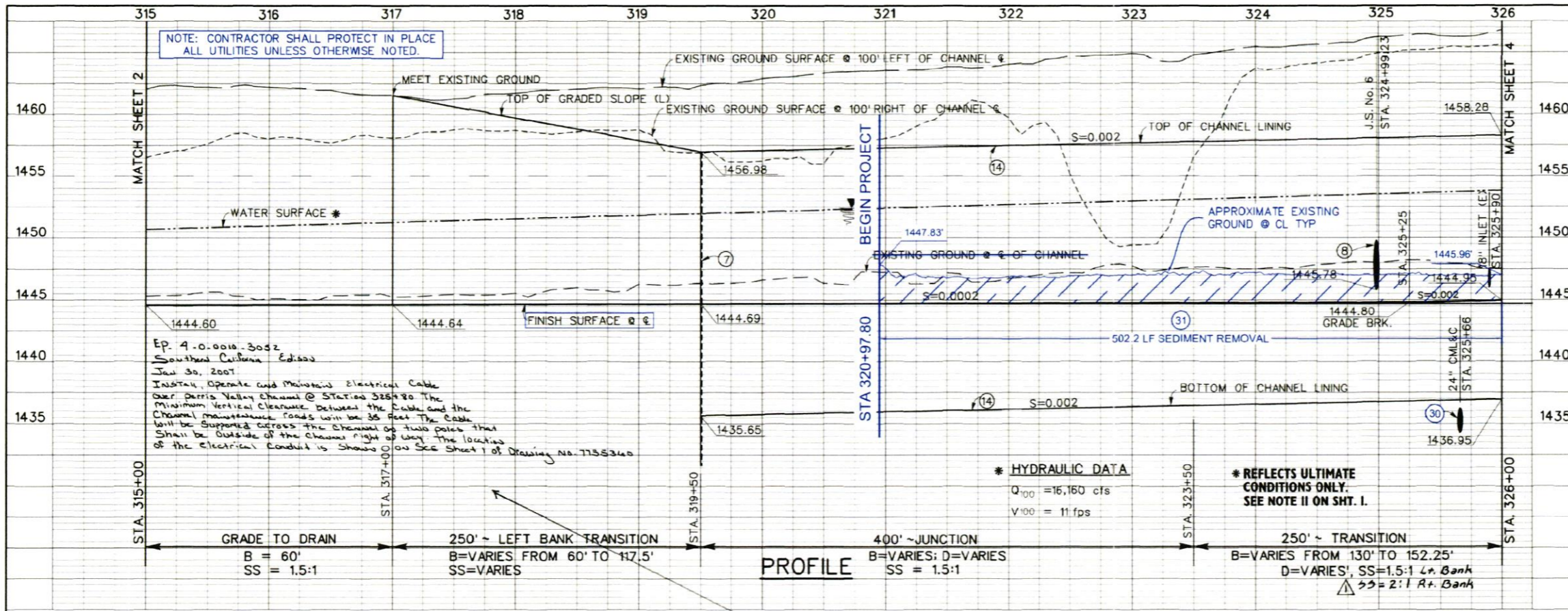
RECOMMENDED FOR APPROVAL BY: [Signature]
CHIEF OPERATIONS ENGINEERING
DATE: SEPT 18, 2023

APPROVED BY: [Signature]
GENERAL SUPERVISOR ENGINEER
DATE: 9-18-2023

PERRIS VALLEY CHANNEL
SEDIMENT REMOVAL
STA. 320+97.80 TO 376+00
TITLE SHEET

PROJECT NO. 4-0-00010
DRAWING NO. 4-1230
SHEET NO. 1 OF 8





NOTES
 (30) PROTECT IN PLACE
 (31) EXCAVATE SEDIMENT TO LINES AND GRADES.
 (32) REMOVE TREES
 (33) NO VEHICLE ACCESS ON EASTERN ACCESS ROAD.
 *NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED.

LEGEND
 EXCAVATION AREA



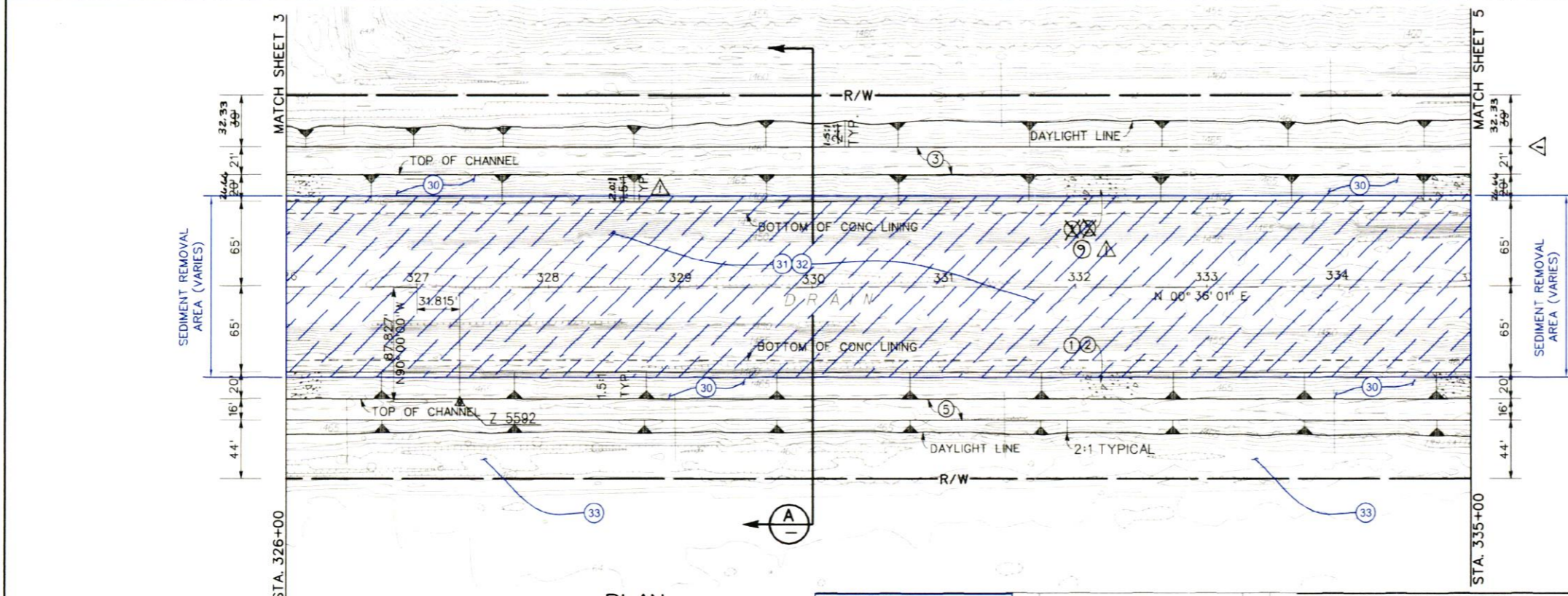
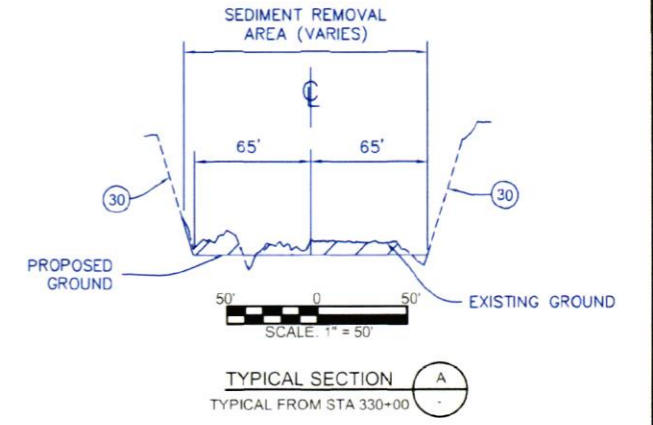
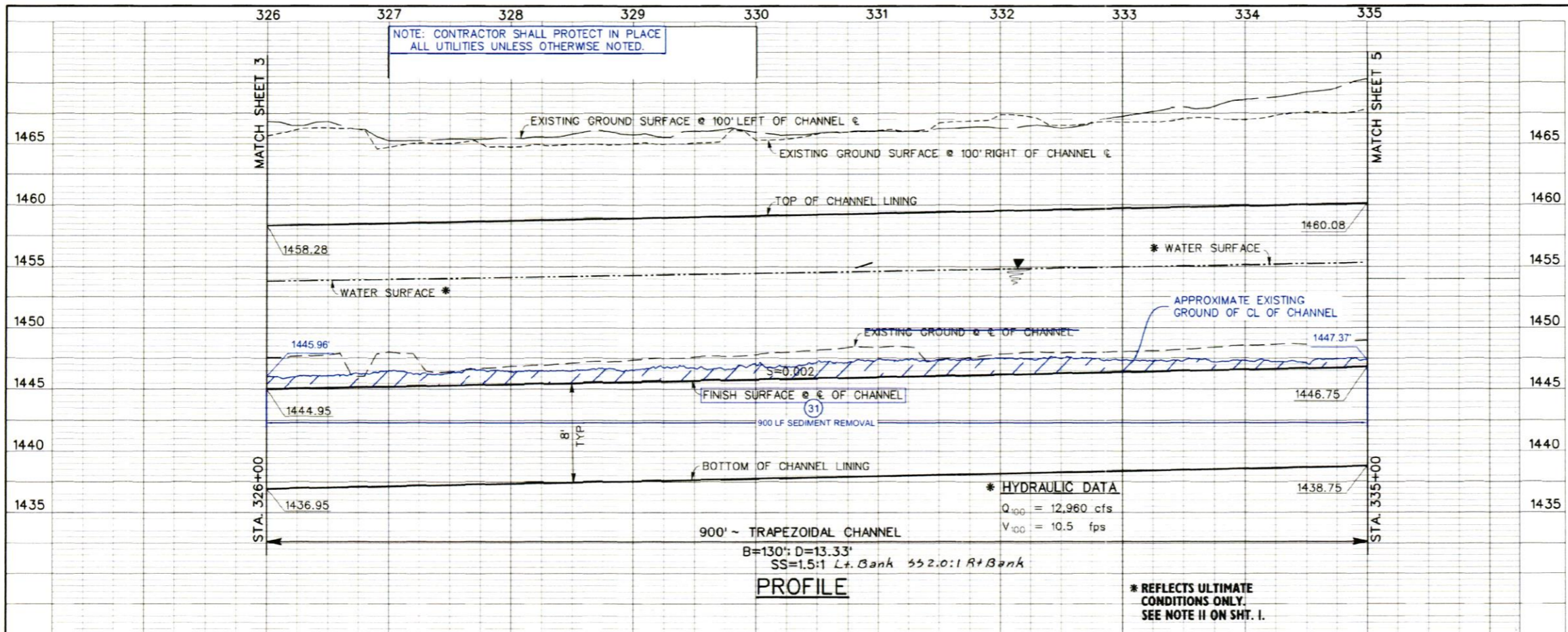
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 PERRIS VALLEY CHANNEL
 SEDIMENT REMOVAL
 PLAN AND PROFILE
 STA. 320+97.80 STA. 326+00.00

PROJECT NO. 4-0-00010
 DRAWING NO. 4-1230
 SHEET NO. 2 OF 8

APPROVED BY: Jeffrey M. Hernandez
 DATE: 9-18-2023

APPROVED BY: [Signature]
 DATE: SEPT 18, 2023

CONSTRUCTION DRAWINGS SET DATE: SEPTEMBER 14, 2023



- NOTES**
- (30) PROTECT IN PLACE
 - (31) EXCAVATE SEDIMENT TO LINES AND GRADES.
 - (32) REMOVE TREES
 - (33) NO VEHICLE ACCESS ON EASTERN ACCESS ROAD.
- *NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT. PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED.
- LEGEND**
- [Hatched Area] EXCAVATION AREA

BENCHMARK M-31
 FD 3" ALUM. DISK
 STMPD RIV. CO.
 SURVEYOR M-31" FLUSH
 N. 2,262,869.82 FT.
 E. 6,265,320.87 FT.
 EL. 1474.67 (NAVD-29)

REVISIONS	DESCRIPTION	APPR	DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DESIGNED BY: G. HERNANDEZ
 CHECKED BY: G. HERNANDEZ
 DATE: SEPTEMBER 2023

APPROVED BY: [Signature]
 DATE: 9-18-2023

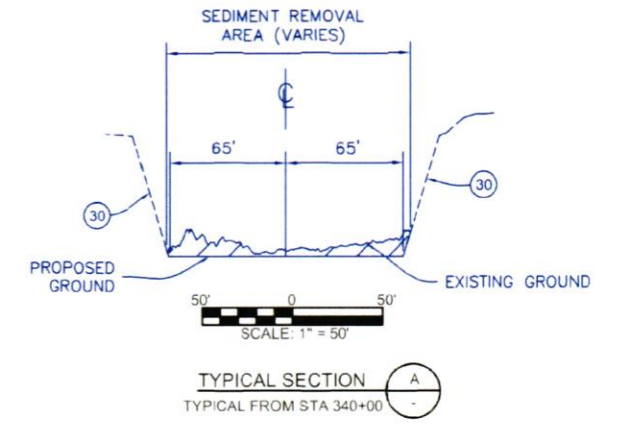
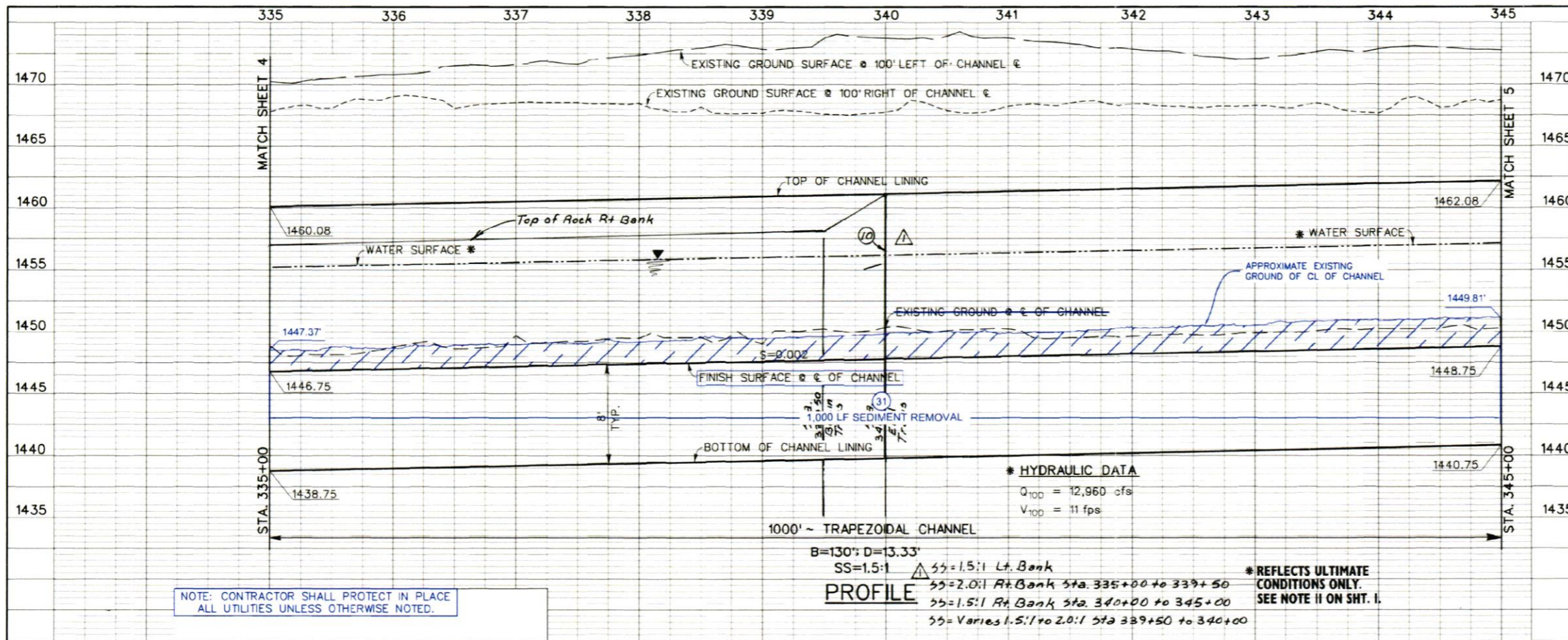
APPROVED BY: [Signature]
 DATE: SEPT. 18, 2023

PERRIS VALLEY CHANNEL
SEDIMENT REMOVAL
PLAN AND PROFILE
 STA. 326+00.00 STA. 335+00.00

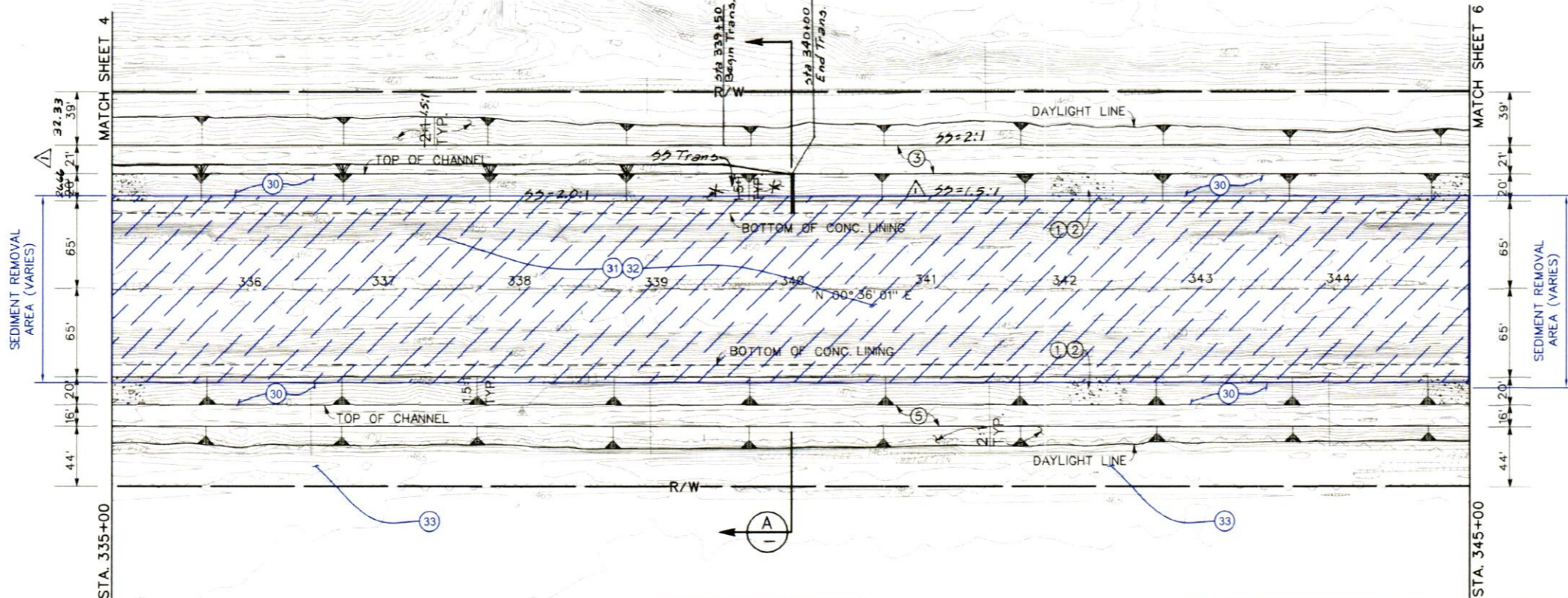
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 DRAWING NO. 4-1230
 SHEET NO. 3 OF 8



CONSTRUCTION DRAWINGS SET DATE: SEPTEMBER 14, 2023



NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES UNLESS OTHERWISE NOTED.



- NOTES**
- (30) PROTECT IN PLACE.
 - (31) EXCAVATE SEDIMENT TO LINES AND GRADES.
 - (32) REMOVE TREES
 - (33) NO VEHICLE ACCESS ON EASTERN ACCESS ROAD.
- *NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT. PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED.

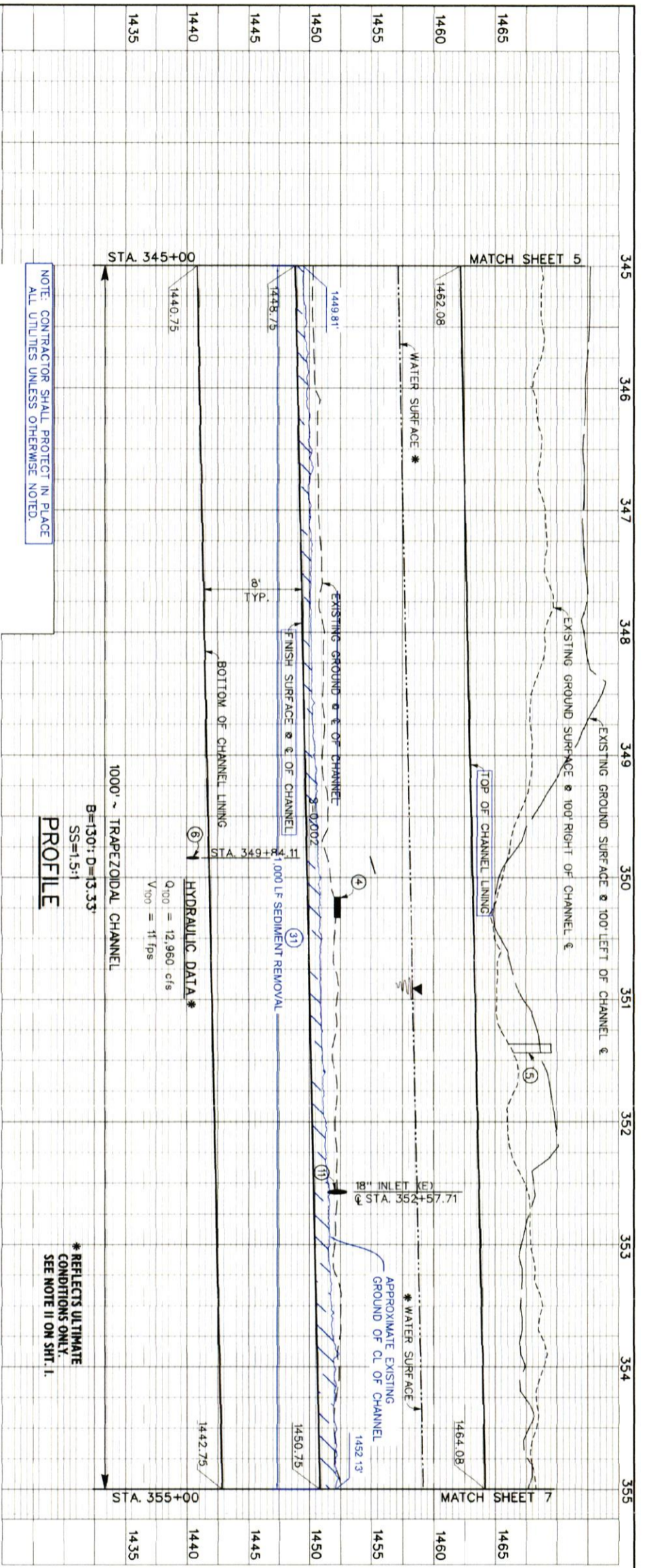
LEGEND
 EXCAVATION AREA

PLAN

BENCHMARK M-31
 FD 2" ALUM. DISK
 STMPD RIV. CO.
 SURVEYOR M-31" FLUSH
 N. 2,262,869.82 FT.
 E. 6,265,320.87 FT.
 EL. 1474.67 (NAVD-29)

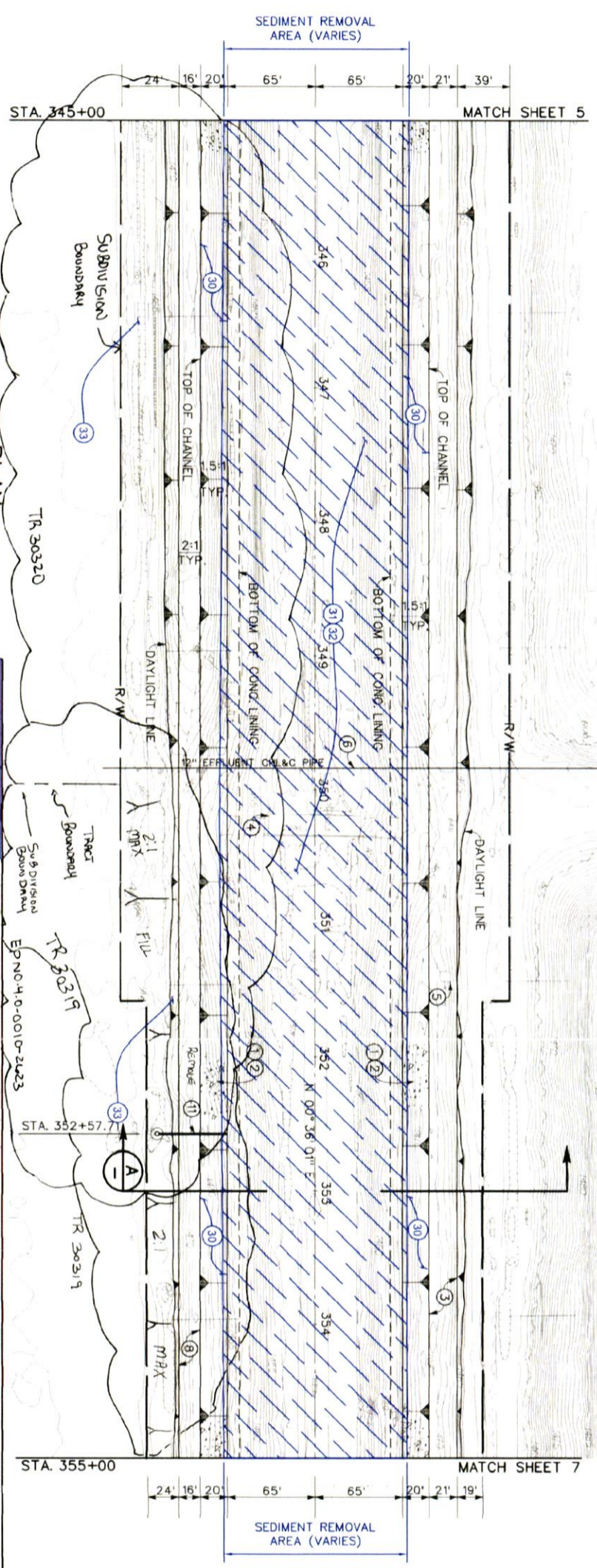
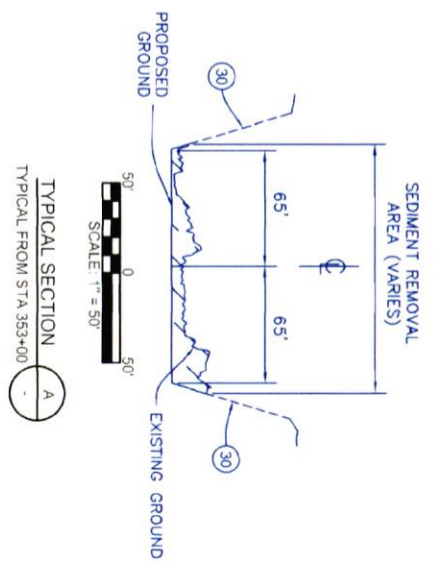
REVISIONS NO. DESCRIPTION APPR. DATE		RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVED BY: <i>G. Hernandez</i> DATE: 9-18-2023 APPROVED BY: <i>[Signature]</i> DATE: SEPT 18, 2023		PROJECT NO. 4-0-00010 DRAWING NO. 4-1230 SHEET NO. 4 OF 8
PERRIS VALLEY CHANNEL SEDIMENT REMOVAL PLAN AND PROFILE STA. 335+00.00 STA. 345+00.00		REGISTERED PROFESSIONAL ENGINEER CIVIL No. 93391 STATE OF CALIFORNIA		

CONSTRUCTION DRAWINGS SET DATE: SEPTEMBER 14, 2023



NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES UNLESS OTHERWISE NOTED.

* REFLECTS ULTIMATE CONDITIONS ONLY. SEE NOTE #1 ON SHT. 1.



- NOTES**
- (30) PROTECT IN PLACE
 - (31) EXCAVATE SEDIMENT TO LINES AND GRADES.
 - (32) REMOVE TREES
 - (33) NO VEHICLE ACCESS ON EASTERN ACCESS ROAD.
- NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED.
- LEGEND**
- EXCAVATION AREA

PLAN

Scale: 1" = 50'

BENCHMARK W-31
 PD 3" ALUM. DISK
 SOUTHWEST RIV. CO.
 SURVEYOR M-31 FLUSH
 N. 2,282,869.92 FT.
 E. 6,285,320.87 FT.
 EL. 1474.67 (NAVD-29)

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	SEPTEMBER 14, 2023

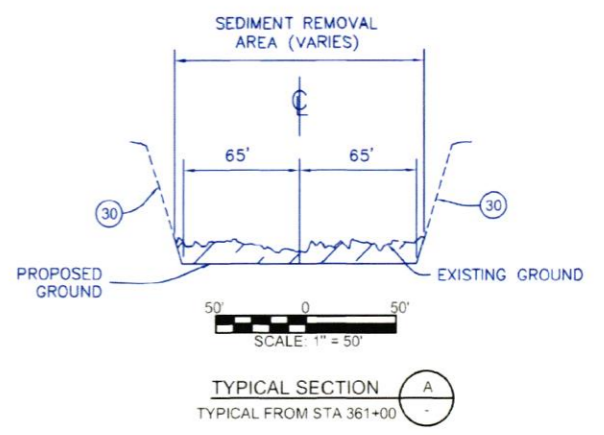
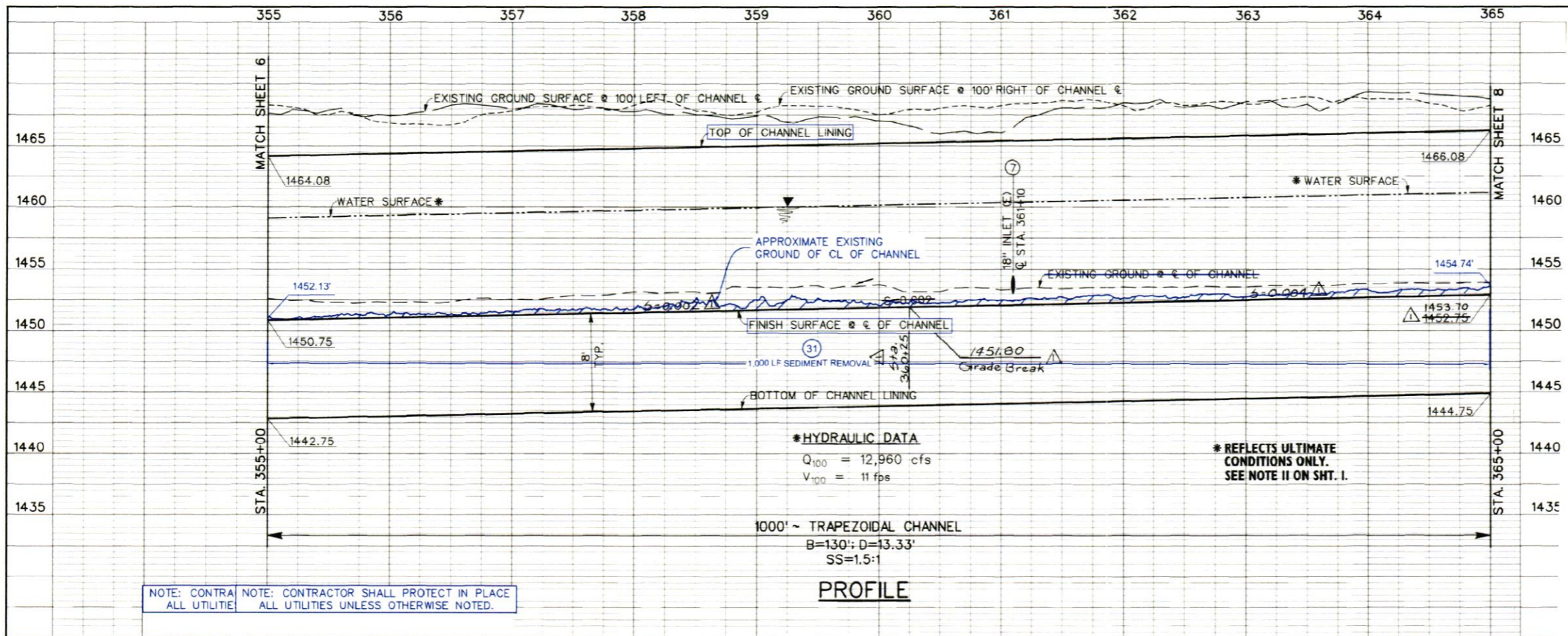
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DATE: 9-14-2023

PERRIS VALLEY CHANNEL SEDIMENT REMOVAL PLAN AND PROFILE

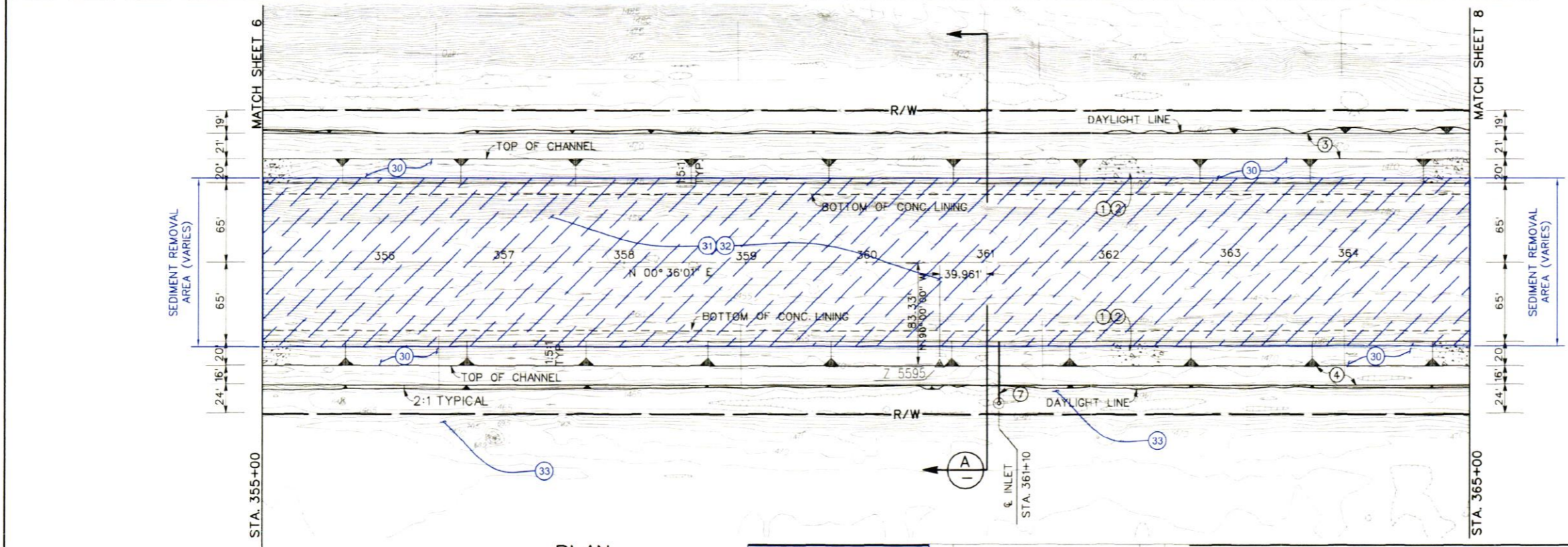
PROJECT NO. 4-0-00010
 DRAWING NO. 4-1230
 SHEET NO. 5 OF 8

STA. 345+00.00 STA. 355+00.00



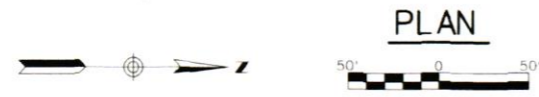
NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES UNLESS OTHERWISE NOTED.

PROFILE



- NOTES**
- (30) PROTECT IN PLACE
 - (31) EXCAVATE SEDIMENT TO LINES AND GRADES.
 - (32) REMOVE TREES
 - (33) NO VEHICLE ACCESS ON EASTERN ACCESS ROAD.
- *NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT. PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED.

LEGEND
 EXCAVATION AREA



PLAN

BENCHMARK M-31
 FD 1/4" ALUM. DISK
 STMPD RIV. CO.
 SURVEYOR M-31" FLUSH
 N. 2,262,869.82 FT.
 E. 6,265,320.87 FT.
 EL. 1474.67 (NAVD-29)

NO.	DESCRIPTION	APPR.	DATE

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

DESIGNED BY: G. HERNANDEZ
 CHECKED BY: G. HERNANDEZ
 DATE: SEPTEMBER 2023

APPROVED BY: *G. Hernandez*
 DATE: 9-18-2023

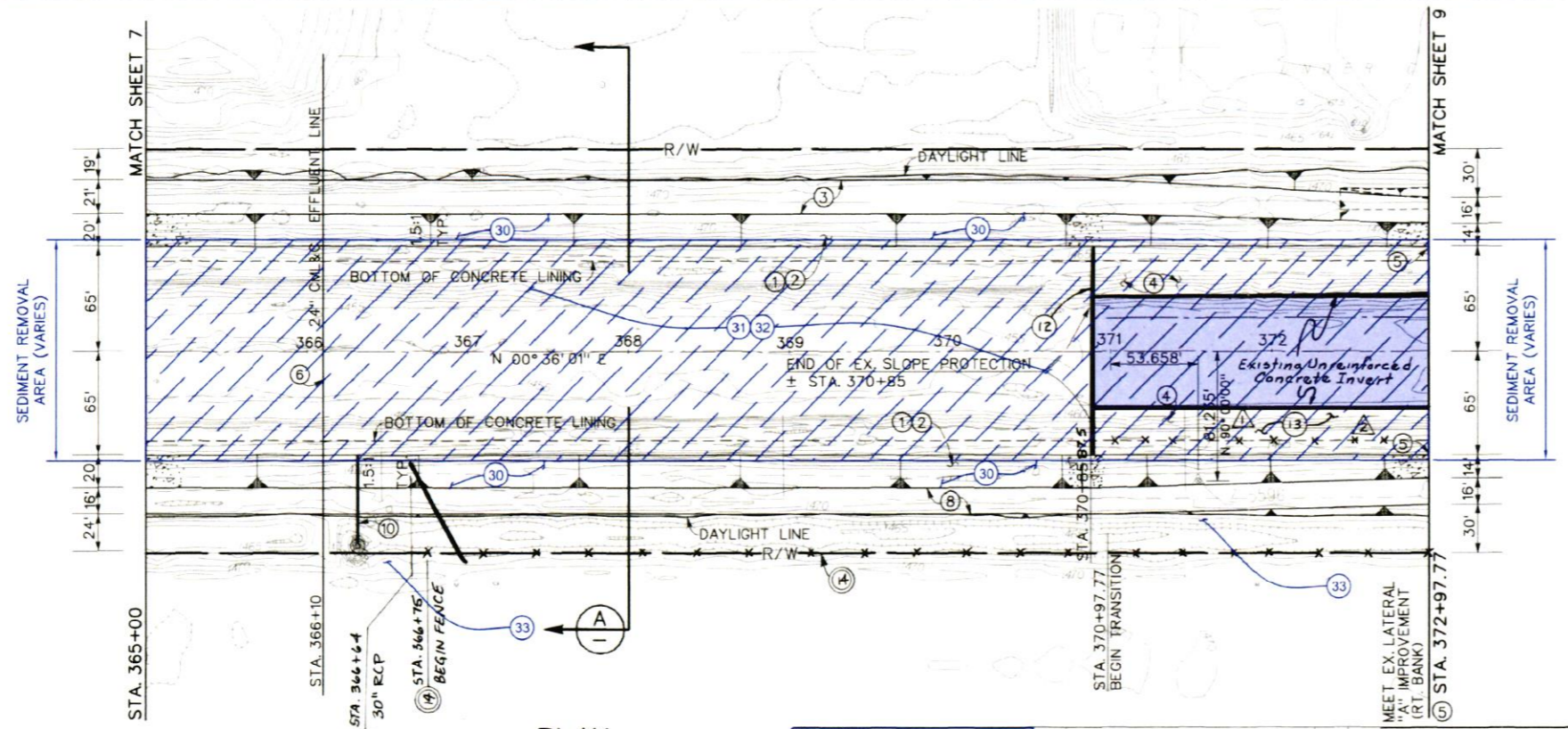
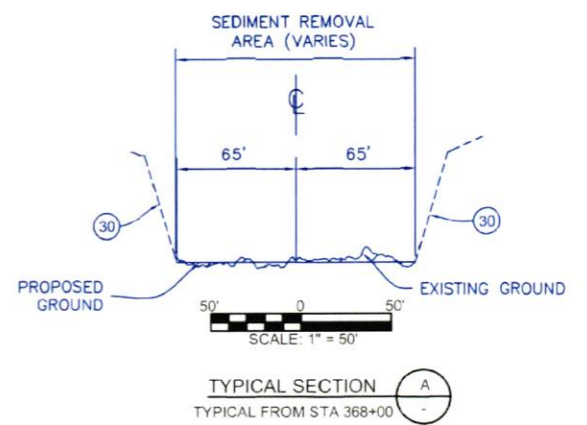
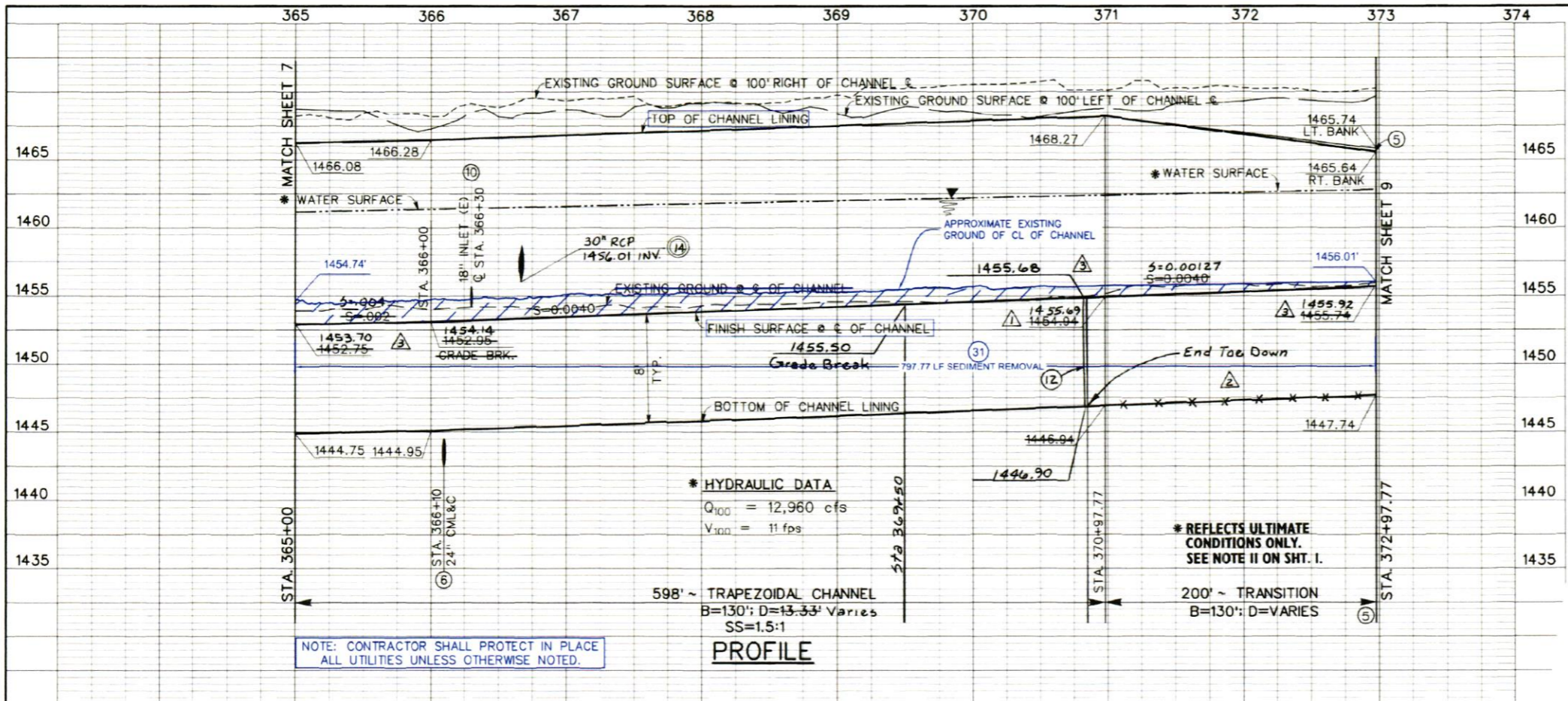
APPROVED BY: *[Signature]*
 DATE: SEPT. 18, 2023

**PERRIS VALLEY CHANNEL
 SEDIMENT REMOVAL
 PLAN AND PROFILE
 STA. 355+00.00 STA. 365+00.00**

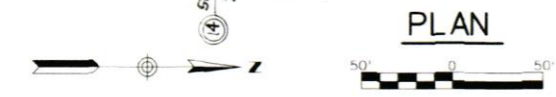
PROJECT NO. 4-0-00010
 DRAWING NO. 4-1230
 SHEET NO. 6 OF 8



CONSTRUCTION DRAWINGS SET DATE: SEPTEMBER 14, 2023



- LEGEND**
- EXCAVATION AREA
 - CHANNEL CONCRETE INVERT (30)



BENCHMARK M-31
 FD 3 "ALUM. DISK
 STMPD" RIV. CO.
 SURVEYOR M-31" FLUSH
 N. 2,262,869.82 FT.
 E. 6,265,320.87 FT.
 EL. 1474.67 (NAVD-29)

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	SEPTEMBER 18, 2023
2	REVISED PER COMMENTS	SEPTEMBER 18, 2023
3	REVISED PER COMMENTS	SEPTEMBER 18, 2023
4	REVISED PER COMMENTS	SEPTEMBER 18, 2023
5	REVISED PER COMMENTS	SEPTEMBER 18, 2023
6	REVISED PER COMMENTS	SEPTEMBER 18, 2023
7	REVISED PER COMMENTS	SEPTEMBER 18, 2023
8	REVISED PER COMMENTS	SEPTEMBER 18, 2023
9	REVISED PER COMMENTS	SEPTEMBER 18, 2023
10	REVISED PER COMMENTS	SEPTEMBER 18, 2023
11	REVISED PER COMMENTS	SEPTEMBER 18, 2023
12	REVISED PER COMMENTS	SEPTEMBER 18, 2023
13	REVISED PER COMMENTS	SEPTEMBER 18, 2023
14	REVISED PER COMMENTS	SEPTEMBER 18, 2023
15	REVISED PER COMMENTS	SEPTEMBER 18, 2023
16	REVISED PER COMMENTS	SEPTEMBER 18, 2023
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33	REVISED PER COMMENTS	SEPTEMBER 18, 2023
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41	REVISED PER COMMENTS	SEPTEMBER 18, 2023
42	REVISED PER COMMENTS	SEPTEMBER 18, 2023
43	REVISED PER COMMENTS	SEPTEMBER 18, 2023
44	REVISED PER COMMENTS	SEPTEMBER 18, 2023
45	REVISED PER COMMENTS	SEPTEMBER 18, 2023
46	REVISED PER COMMENTS	SEPTEMBER 18, 2023
47	REVISED PER COMMENTS	SEPTEMBER 18, 2023
48	REVISED PER COMMENTS	SEPTEMBER 18, 2023
49	REVISED PER COMMENTS	SEPTEMBER 18, 2023
50	REVISED PER COMMENTS	SEPTEMBER 18, 2023

RIVERSIDE COUNTY FLOOD CONTROL
 AND
 WATER CONSERVATION DISTRICT

DESIGNED BY: G. HERNANDEZ
 CHECKED BY: G. HERNANDEZ
 DATE: SEPTEMBER 2023

APPROVED BY: Jeffrey Munn
 DATE: 9-18-2023

APPROVED BY: [Signature]
 DATE: SEPT 18, 2023

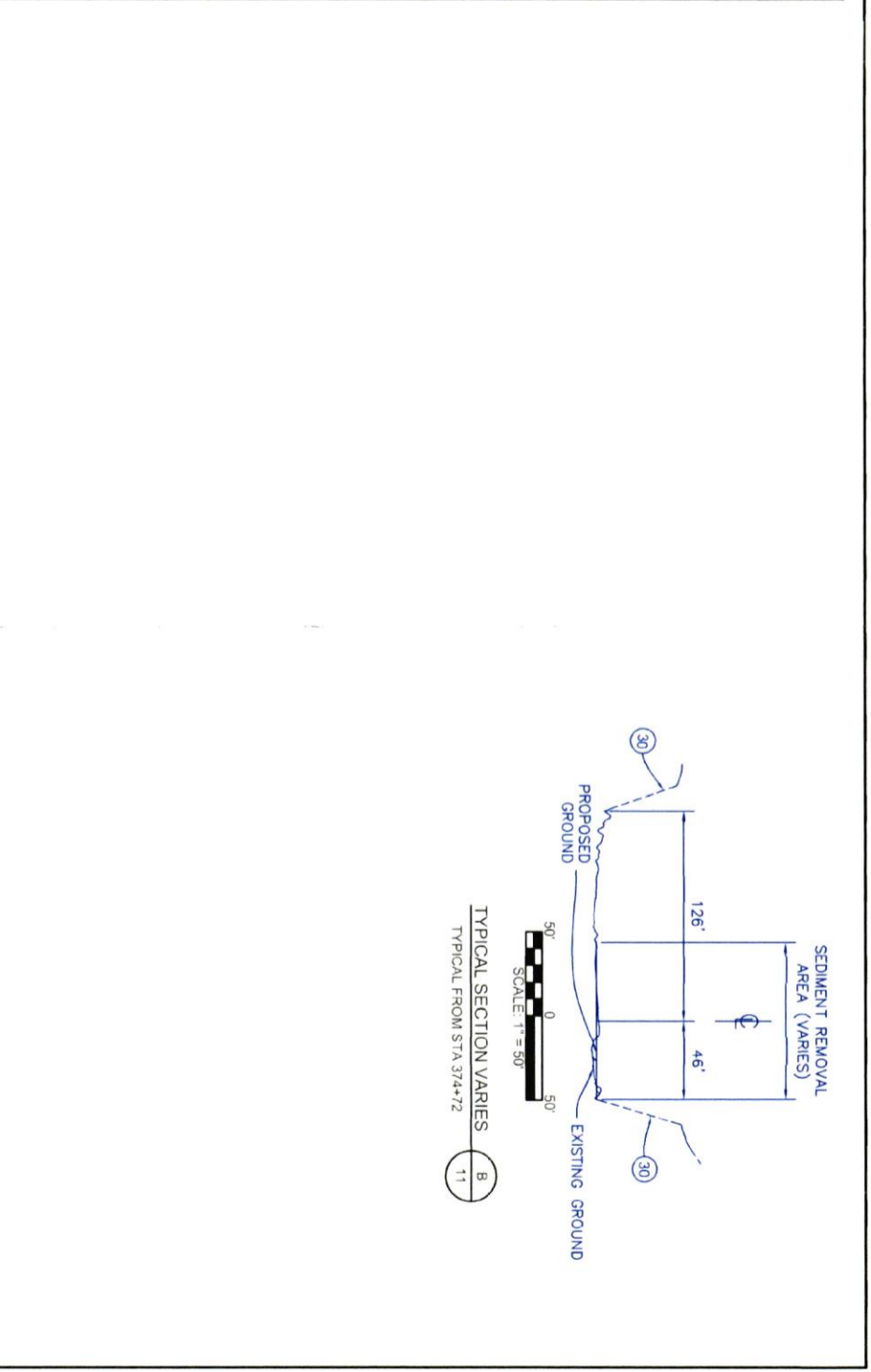
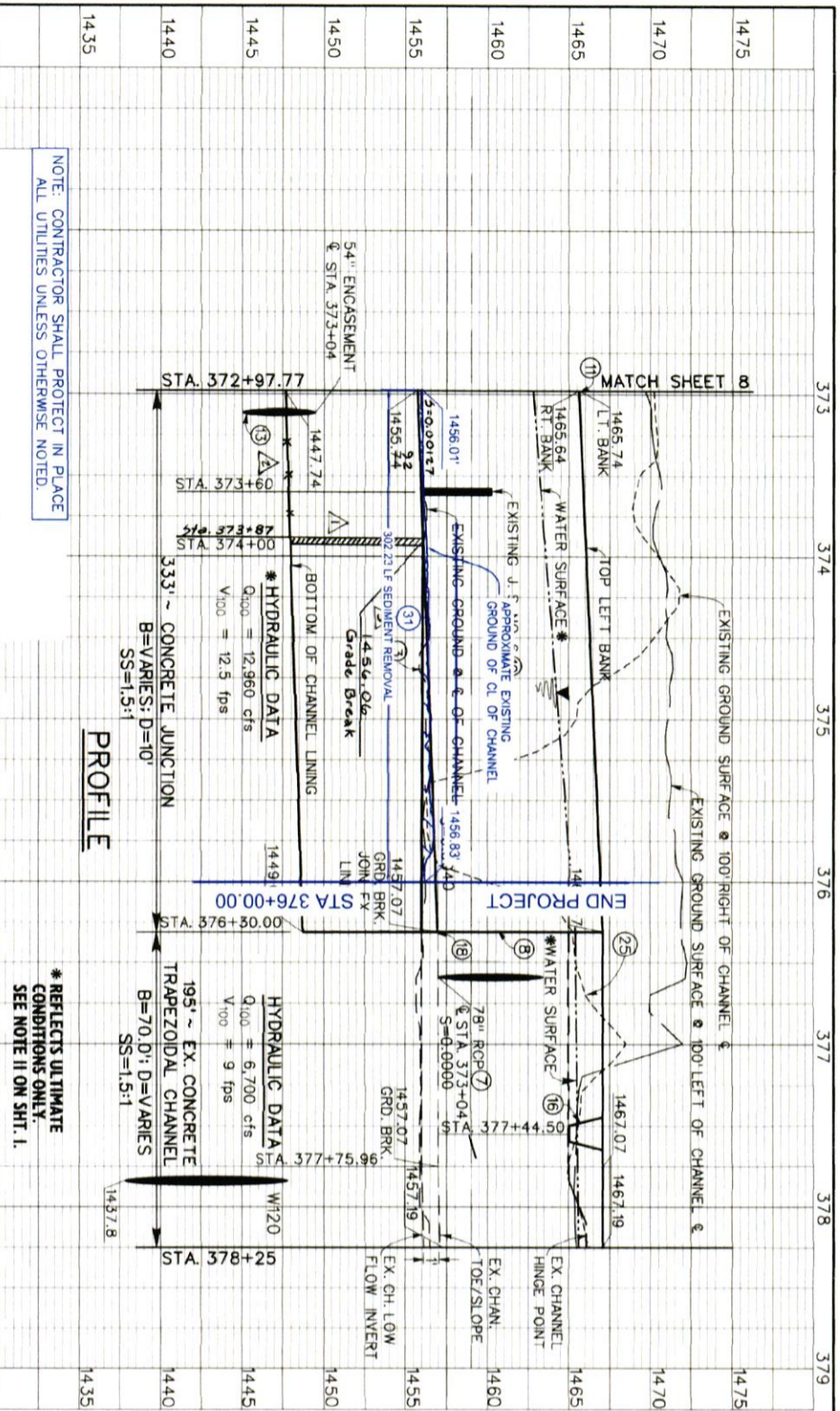
**PERRIS VALLEY CHANNEL
 SEDIMENT REMOVAL
 PLAN AND PROFILE
 STA. 365+00.00 STA. 372+97.77**

PROJECT NO.
4-0-00010

DRAWING NO.
4-1230

SHEET NO.
7 OF 8



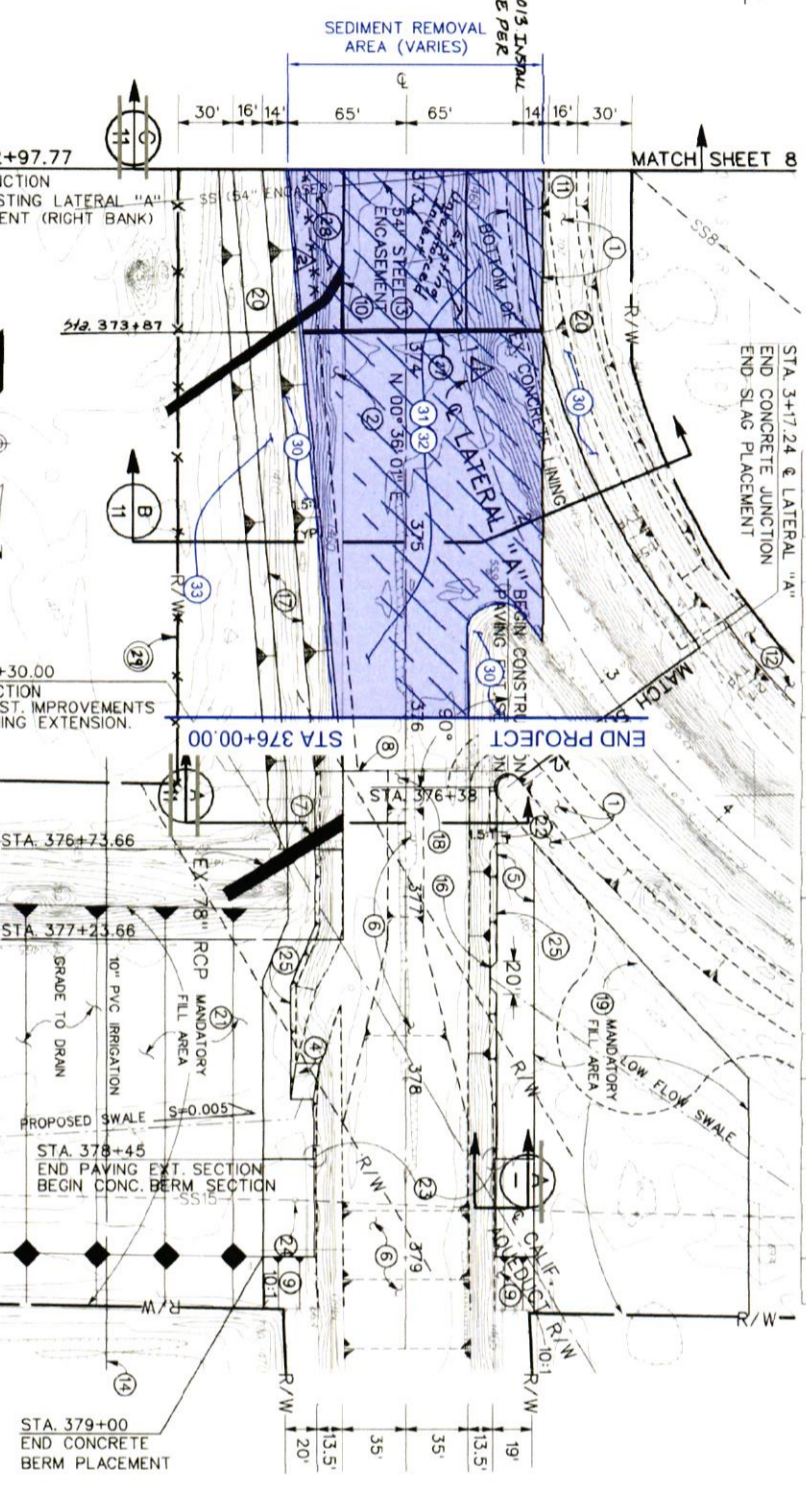


NOTE: CONTRACTOR SHALL PROTECT IN PLACE ALL UTILITIES UNLESS OTHERWISE NOTED.

* REFLECTS ULTIMATE CONDITIONS ONLY. SEE NOTE II ON SHIT. 1.

CURVE DATA
 @ LATERAL "A"
 $\Delta = 89^{\circ} 07' 11''$
 $R = 500.00'$
 $T = 492.38'$
 $L = 777.72'$
 $BC = 0+00.00$
 $EC = 7+77.72$

② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿



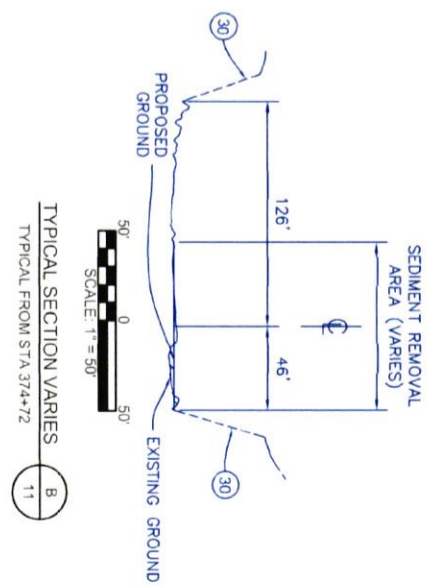
STA 372+97.77
 BEGIN JUNCTION
 MEET EXISTING LATERAL "A"
 IMPROVEMENT (RIGHT BANK)

PLAN

STA 376+30.00
 END JUNCTION
 MEET EXIST. IMPROVEMENTS
 BEGIN LINING EXTENSION.

STA 378+45
 END PAVING EXT. SECTION
 BEGIN CONC. BERM SECTION

STA 379+00
 END CONCRETE
 BERM PLACEMENT



NOTES

- ③0 PROTECT IN PLACE
- ③1 EXCAVATE SEDIMENT TO LINES AND GRADES.
- ③2 REMOVE TREES
- ③3 NO VEHICLE ACCESS ON EASTERN ACCESS ROAD.

*NOTE: CONSTRUCTION NOTES 1-29 ARE NOT APPLICABLE TO THE PROJECT. PROTECTED-IN-PLACE UNLESS OTHERWISE SPECIFIED.

LEGEND

- EXCAVATION AREA
- CHANNEL CONCRETE INVERT ③0

BENCHMARK M-31
 PD 1" ALUM DISK
 STMPD RIV. CO.
 SURVEYOR M-31 FLUSH
 N. 2,262,869.92 FT.
 E. 6,285,320.87 FT.
 EL. 1474.67 (NAD-29)

NO.	DATE	DESCRIPTION
1	25/09/21	DISSEMINATION

RIVERSIDE COUNTY FLOOD CONTROL
 AND
 WATER CONSERVATION DISTRICT

PERRIS VALLEY CHANNEL
 SEDIMENT REMOVAL
 PLAN AND PROFILE
 STA. 37 372+97.77 STA. 376+00.00



4.0-00010
 DRAWING NO
 4-1230
 SHEET NO
 8 OF 8

Riverside County Flood Control & Water Conservation District

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

**Bid Summary****Project Name:** PERRIS VALLEY CHANNEL SEDIMENT REMOVAL**Project Number:** 4-0-00010**Bid Open Date:** 09/12/2023

Total	Contractor Name		Phone
\$1,002,860.00	ZUSSER COMPANY, INC.	528 Palisades Dr. #504 Los Angeles CA 90272	310-230-6808
\$1,674,685.00	IE GENERAL ENGINEERING, INC.	24304 Topacio Ct. Wildomar CA 92595	951.616.3311
\$2,634,499.88	EMPIRE EQUIPMENT SERVICE, INC.	5297 Agate Street Riverside CA 92509	951.681.1345
\$3,048,433.00	SOUTHERN CALIFORNIA GRADING, INC.	16291 Construction Circle East Irvine CA 92606	949.551.6655
\$636,895.00	RCFC Engineer's Estimate		

Riverside County Flood Control & Water Conservation District

Bid Abstract

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



Project Name: PERRIS VALLEY CHANNEL SEDIMENT REMOVAL
Project Number: 4-0-00010
Bid Open Date: 9/12/2023

<i>Item No. & Description</i>	<i>Unit</i>	<i>Quantity</i>	ENGINEER'S ESTIMATE		ZUSSER COMPANY, INC.		IE GENERAL ENGINEERING, INC.		
			<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	
1 Mobilization	L.S.	1	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00	\$125,000.00	\$125,000.00	
2 Water Control	L.S.	1	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$100,000.00	\$100,000.00	
3 Traffic Control	L.S.	1	\$6,000.00	\$6,000.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00	
4 Clearing and Miscellaneous Work	L.S.	1	\$10,000.00	\$10,000.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	
5 Channel Excavation	C.Y.	27993	\$15.00	\$419,895.00	\$20.00	\$559,860.00	\$45.00	\$1,259,685.00	
6 Extra Directed Work	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
7 Dust Abatement	L.S.	1	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	
8 Stormwater and Non-Stormwater Pollution Control	L.S.	1	\$11,000.00	\$11,000.00	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00	
				\$636,895.00			\$1,002,860.00		
								\$1,674,685.00	

Riverside County Flood Control & Water Conservation District

Bid Abstract

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



Project Name: PERRIS VALLEY CHANNEL SEDIMENT REMOVAL

Project Number: 4-0-00010

Bid Open Date: 9/12/2023

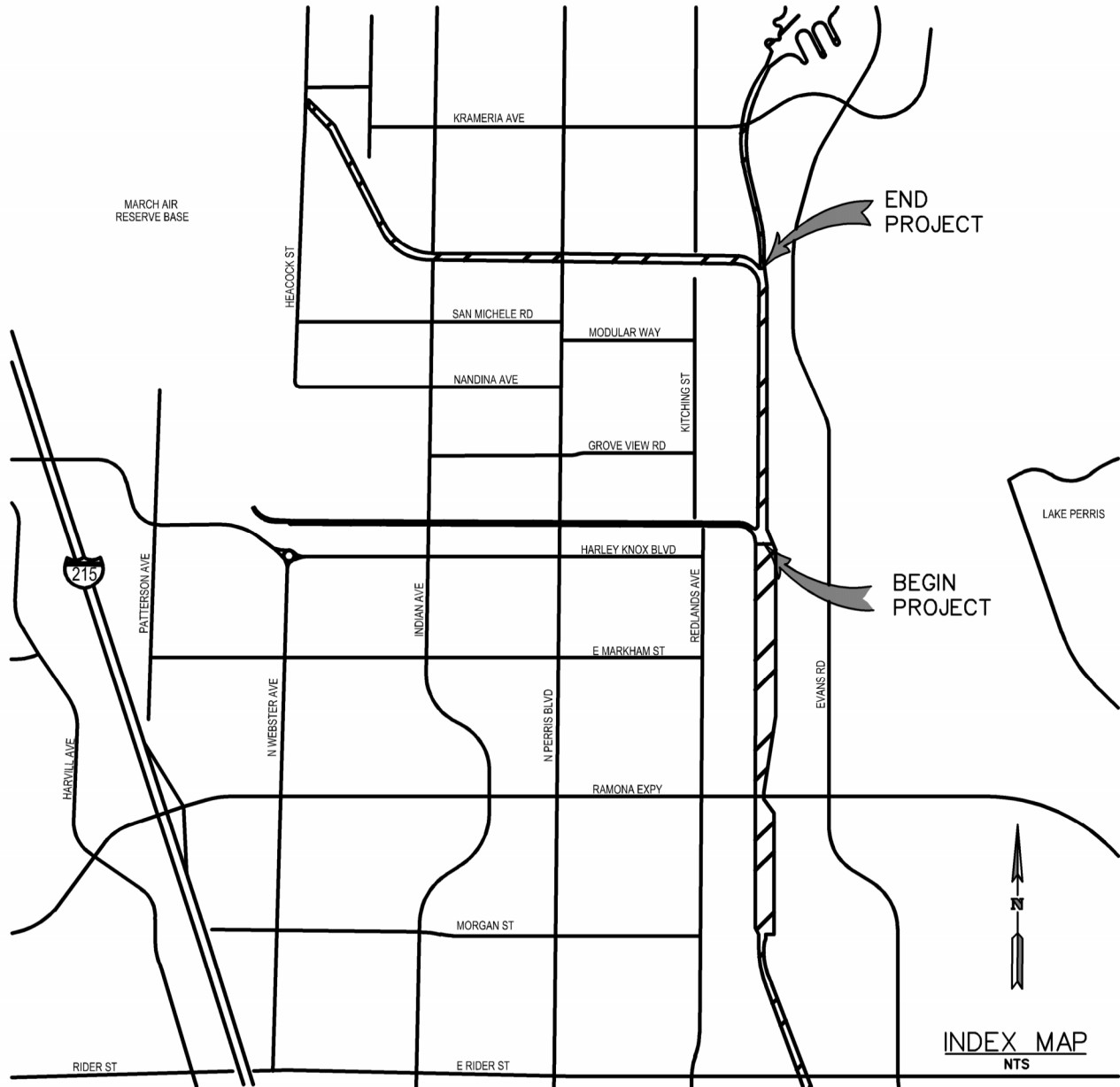
Page 2 of 2

EMPIRE EQUIPMENT SERVICE, INC.

SOUTHERN CALIFORNIA GRADING, INC.

<i>Item No. & Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	
1 Mobilization	L.S.	1	\$28,067.09	\$28,067.09	\$35,000.00	\$35,000.00			
2 Water Control	L.S.	1	\$18,165.92	\$18,165.92	\$98,000.00	\$98,000.00			
3 Traffic Control	L.S.	1	\$46,015.48	\$46,015.48	\$58,000.00	\$58,000.00			
4 Clearing and Miscellaneous Work	L.S.	1	\$89,727.38	\$89,727.38	\$320,000.00	\$320,000.00			
5 Channel Excavation	C.Y.	27993	\$83.38	\$2,334,056.34	\$81.00	\$2,267,433.00			
6 Extra Directed Work	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00			
7 Dust Abatement	L.S.	1	\$14,566.56	\$14,566.56	\$62,000.00	\$62,000.00			
8 Stormwater and Non-Stormwater Pollution Control	L.S.	1	\$53,901.11	\$53,901.11	\$158,000.00	\$158,000.00			
				\$2,634,499.88			\$3,048,433.00		

PERRIS VALLEY CHANNEL SEDIMENT REMOVAL



THE PERRIS VALLEY CHANNEL SEDIMENT REMOVAL PROJECT IS LOCATED NORTH OF RAMONA EXPRESSWAY (HWY 74) AND EAST OF N PERRIS BLVD. THIS WORK CONSISTS OF EXCAVATING AND REMOVING ACCUMULATED SEDIMENT TO THE ORIGINAL LINES AND GRADES OF THE EXISTING CHANNEL TO RESTORE THE CHANNEL'S CAPACITY AND FUNCTION.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of February 27, 2024 and is by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, (District) and ZUSSER COMPANY, INC. (Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, supervision, services, transportation, materials and other required items and materials and do all things necessary to perform, accomplish and complete the work for **Project No. 4-0-00010, Perris Valley Channel Sediment Removal** of District, in exact conformity with the Contract Documents (identified below) for the Project, subject to such inspection as District deems appropriate and pursuant to orders and instructions, drawings, etc., issued by District in accordance with the Contract Documents.

2. Contract Documents. The Contract Documents for **Project No. 4-0-00010, Perris Valley Channel Sediment Removal** of District are:

- (a) Notice Inviting Bids to Contractors;
- (b) Instructions To Bidders;
- (c) Contractor's Proposal, including List of Subcontractors, Statement of Licensure, Non-Collusion Declaration, Iran Contracting Act Certification;
- (d) Bid Bond
- (e) Construction Agreement, including Exhibit A, Workers' Compensation Contractor Certificate, Declaration of Sufficiency of Funds, and Evidence of Insurance;
- (f) Performance Bond;
- (g) Payment Bond;
- (h) General Provisions;
- (i) Special Provisions;
- (j) Detailed Specifications;
- (k) Plans;
- (l) Appendices and any other documents included in or incorporated into the Contract Documents;
- (m) Orders, Instructions, Drawings and Plans issued by District during the course of the work in accordance with the provisions of the Contract Documents; and
- (n) Addenda No(s), if any N/A.

Each of the above-mentioned documents presently in existence are by this reference incorporated herein and each of said documents not now in existence are incorporated herein as of the time of their issuance.

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

3. Bonds - Insurance. Contractor must deliver to District and District must approve, a fully executed Performance Bond in the amount of 100% of the estimated contract price, a fully executed Payment Bond in the amount of 100% of the estimated contract price, and fully executed certificates of insurance evidencing the existence of the insurance required by Subsection 8.02 of the General Provisions. The Payment Bond and Performance Bond must be on forms furnished by District.

Should any surety on the Performance Bond or Payment Bond be deemed unsatisfactory by the Board of Supervisors of District, Contractor shall upon notice promptly substitute new Bonds in form satisfactory to District.

4. Contract Price - Payment. The District agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Agreement, the sum of the total amount provided in Exhibit A, attached hereto, marked Exhibit A and by this reference made a part hereof, is provision for the Contract Price and its payment, subject to additions and deductions as provided in the Specifications and Contract Documents.

5. Contract Time for Completion. The Work shall be commenced on a date to be specified in a written "Notice To Proceed" to be issued by the District and shall be completed within the duration specified in the Specifications and Contract Documents. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By _____
Chair of its Board of Supervisors

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By _____
Deputy

(Seal)



Zusser Company, Inc
Contractor

By *[Signature]*
Title *President*

FORM APPROVED COUNTY COUNSEL
BY *[Signature]*
KRISTINE BELL-VALDEZ DATE

(If corporation affix corporate seal)

EXHIBIT A

(To Agreement for Riverside County Flood Control and Water Conservation District's **Project No. 4-0-00010, Perris Valley Channel Sediment Removal**, located in the city of Moreno Valley, Riverside County, California.)

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

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

ITEM NO.	ITEM OF WORK	UNIT	QUANTITY	UNIT COST	TOTAL COST
1.	Mobilization	L.S.	---	\$70,000.00	\$70,000.00
2.	Water Control	L.S.	---	\$45,000.00	45,000.00
3.	Traffic Control	L.S.	---	\$45,000.00	45,000.00
4.	Clearing and Miscellaneous Work	L.S.	---	\$150,000.00	150,000.00
5.	Channel Excavation	C.Y.	27,993	\$20.00	559,860.00
6.	Extra Directed Work	L.S.	---		50,000.00
7.	Dust Abatement	L.S.	---	\$50,000.00	50,000.00
8.	Stormwater and Non-Stormwater Pollution Control	L.S.	---	\$33,000.00	33,000.00
				TOTAL	\$1,002,860.00

PERFORMANCE BOND

Page 1 of 3

(Public Work – Public Contract Code Section 21091)

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") on February 27, 2024, has awarded Construction Contract Number: **4-0-00010** ("Contract") to the undersigned Zusser Company, Inc., as Principal ("Principal") to perform the work ("Work") for the following project: **Perris Valley Channel Sediment Removal**, 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 United Fire & Casualty 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 Two Thousand Eight Hundred Sixty & 00/100 Dollars (\$ 1,002,860.00), 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 bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

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

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

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

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

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

PERFORMANCE BOND

Page 3 of 3

(Corporate Seal of Principal,
if Corporation)



ZUSSER COMPANY INC.

(Proper name of Principal)

By: _____

Signature of Principal's authorized representative

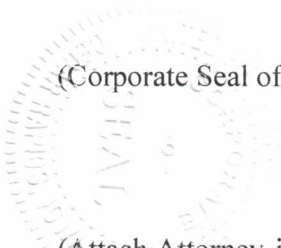
Lanisa Sass / President

Print or type authorized representative's Name and Title

528 Palisades Drive Suite #504, Los Angeles, CA 90272

Print or type Principal's Address

(Corporate Seal of Surety)



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

United Fire & Casualty Company
Surety

By: _____

Attorney-in-Fact Irene Luong

The Bond Exchange and Insurance Agency

Name and Address of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

949-461-7000

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.

PAYMENT BOND

Page 1 of 2

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

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") by action of the Board of Supervisors on February 27, 2024, has awarded Construction Contract Number: 4-0-00019 ("Contract") to the undersigned Zusser Company, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Perris Valley Channel Sediment Removal.

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 United Fire & Casualty 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 Two Thousand Eight Hundred Sixty & 00/100 Dollars (\$ 1,002,860.00), 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.

ZUSSER COMPANY INC.
(Proper name of Principal)

(Corporate Seal of Principal,
if Corporation)



By: [Signature]
Signature of Principal's authorized representative

Karisa Sass / President
Print or type authorized representative's Name and Title

528 Palisades Drive Suite #504, Los Angeles, CA 90272
Print or type Principal's Address

United Fire & Casualty Company
Surety

(Corporate Seal of Surety)



By: [Signature]
Attorney-in-Fact Irene Luong

The Bond Exchange and Insurance Agency
Name and Address of California Agent of Surety

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

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691

949-461-7000
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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

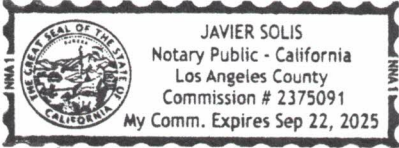
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On 1/04/2024 before me, JAVIER SOLIS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared LARISA SASS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

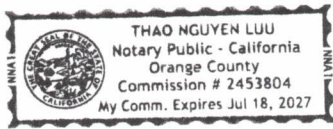
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On DEC 21 2023 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE WOOLFORD, DANIELLE HANSON, ALEXANDER R. HOLSHEIMER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

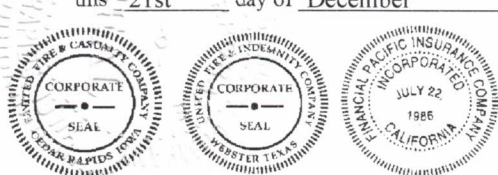
On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of December, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES)

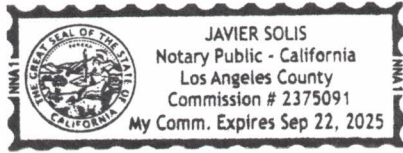
On 1/04/2024 before me, JAVIER SOLIS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LARISA JASS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On DEC 21 2023 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

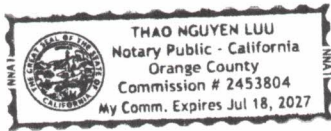
personally appeared Irene Luong
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

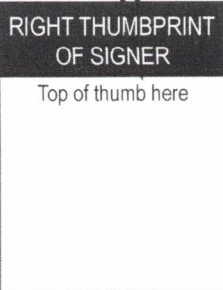
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

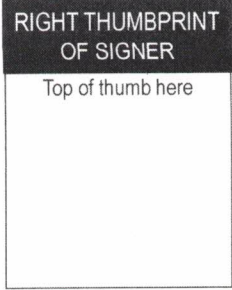
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES W. MOILANEN, YUNG T. MULLICK, P. AUSTIN NEFF, IRENE LUONG, EMILIE GEORGE, CHRISTINE WOOLFORD, DANIELLE HANSON, ALEXANDER R. HOLSHEIMER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 16th day of May, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

16th day of May, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 16th day of May, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of December, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

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: Zusser Company, Inc
By:  Larisa Sass
Title: President

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of ZUSSER Company, Inc ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:


1. The Bidder's employer identification number for state tax purposes is:
20-3016497

2. The Bidder's workers' compensation insurance policy number is:
PSIC 10544-04

and the name, address, and telephone number of the insurance carrier providing said insurance is:

Omaha National
P.O. Box 451139, Omaha, NE 68145
844-761-8400

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
<u>Chevy Truck 2506 HD</u>	<u>8N47694</u>	<u>BA040000036803</u>	<u>Mercury Insurance</u>
<u>Ram 2018 1500 ST</u>	<u>73966E2</u>		<u>P.O. Box 5600</u>
<u>Mercedes Benz GLK 250</u>	<u>7ATA979</u>		<u>Rancho Cucamonga,</u>
<u>Mercedes Benz Sprinter</u>	<u>14599D2</u>		<u>CA 91729-5600</u>
<u>Dump Truck Ford F-Series</u>	<u>33713T1</u>		<u>888-637-2176</u>
<u>Dump Truck F750 Super Duty</u>	<u>71260S2</u>		

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]:

none

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of _____ ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is:

2. The Bidder's workers' compensation insurance policy number is:

and the name, address, and telephone number of the insurance carrier providing said insurance is:

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID #</i>	<i>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>
Water Truck Ford Series	73405E2	BA040000036905	Mercury Insurance.
Water Truck Medium Duty	83017J2	BA040000036905	P.O. Box 5600 Rancho Cucamonga, CA 91729-5600 888-634-2176

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]:

DECLARATION OF SUFFICIENCY OF FUNDS

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
7	\$257,000	weekly

6. Check only one of the following boxes, as applicable:

- The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.
- The actual number of workers requested in Paragraph 5, above, is unknown and, therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the District by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent Contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state and federal Contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal Contractor license identification number</i>
TRUCKERS	UNKNOWN

DECLARATION OF SUFFICIENCY OF FUNDS

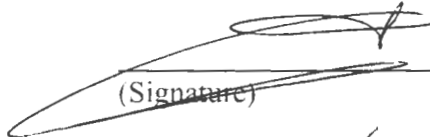
Page 3 of 3

8. Check only one of the following boxes, as applicable:

- The statement of number of independent Contractors declared in Paragraph 7, above, is a statement of the actual number of independent Contractors that will be utilized.

- The actual number of independent Contractors requested in Paragraph 7, above, is unknown and, therefore, the statement of number of independent Contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent Contractors that will be utilized, and if and when the actual number of independent Contractors and the other information requested above is available, it will be reported to the District by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 22 day of December, in the year 2023 at Los Angeles, California.



(Signature)

Larisa Sass

Type Name of Signer

Fusser Company, Inc

Type Name of Bidder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2024

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).

PRODUCER Stanton and Associates Inc. ISU Stanton & Associates 3625 Thousand Oaks Blvd #292 Westlake Village CA 91362	CONTACT NAME: Julie Padilla PHONE (A/C, No, Ext): (805) 413-1487 E-MAIL ADDRESS: julie@isustanton.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Zusser Company, Inc. 528 Palisades Drive Suite 504 Los Angeles CA 90272	INSURER A: James River Insurance Company	NAIC # 12203
	INSURER B: California Automobile Insurance Co	38342
	INSURER C: Palomar Specialty Ins Co	20338
	INSURER D: Travelers Property Casualty	41769
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 23-24

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	00150765-0	12/17/2023	12/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROJECT AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp\$500 <input checked="" type="checkbox"/> Collision \$500			BA040000036903	12/20/2023	12/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EMPHD \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			00150759-0	12/17/2023	12/17/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	PSIC10544-04	11/29/2023	11/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine Policy			QT-660-1T463853-TIL-23	01/27/2023	01/27/2024	Schedule of Equipment \$1,241,050 Unschedule Equipment \$20,000

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

RE: Perris Valley Channel Sediment Removal Project No. 4 0 00010
 the District, the County of Riverside, and City of Moreno Valley, 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 of councils, employees, elected and appointed officials, agents, representatives are named as Additional Insured as per forms CG2010-0704 & CG2037-0704. Primary and Non-Contributory per form AP5031US-0410. GL Waiver of Subrogation applies per form CG2404-0509. WC Waiver Of Subrogation applies per form WCON04WSA.
 30 Day Notice of Cancellation except 10 Day Notice for Non-Payment of Premium

CERTIFICATE HOLDER**CANCELLATION**

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

© 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
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

Blanket Waiver: The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/29/2023
Insured Zusser Company, Inc.

Policy No.: PSIC10544 - 04
Insurance Company Palomar Specialty Insurance Company

Endorsement No.:

Countersigned By _____

