

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



ITEM: 14.6
(ID # 27374)

MEETING DATE:

Tuesday, April 01, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Improvement and Reimbursement Agreement Between the Riverside County Flood Control and Water Conservation District and D.R. Horton Los Angeles Holding Company, Inc. for Menifee Valley – Holland Channel, Stage 1, Tract Map No. 37439, Project No. 4-0-00412, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 3. [\$7,422,317 Not-to-Exceed Cost – District Zone 4 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Improvement and Reimbursement Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and D.R. Horton Los Angeles Holding Company, Inc. ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the Agreement that do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District.

ACTION:Policy


Edwin Quinonez 3/20/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, and Perez
Nays: None
Absent: Washington and Gutierrez
Date: April 1, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 7,422,317	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: See Funding Summary below			Budget Adjustment: No	
			For Fiscal Year: 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the District will partner and provide reimbursement to the Developer for the construction of additional storm drain improvements at Briggs Road and Holland Road ("Project") pursuant to a Public Works Construction Contract. The additional improvements are beyond the Developer's obligation to convey flows beneath Briggs Road.

The Developer is responsible for construction of drainage improvements associated with its development along with 1.5 miles of offsite storm drain that will provide flood protection to existing homes in Riverside County ("County") and the city of Menifee and remove approximately 380 acres of land from the floodplain. The Developer was conditioned to construct one-cell of a planned five-cell reinforced concrete box ("RCB") to convey flows beneath Briggs Road and Holland Road. The Developer is willing to design and construct the planned five-cell RCB, and by leveraging a private-public partnership, the District and County will be able to provide regional flood protection to residents and businesses sooner and at a lower cost to the public.

The District, County and neighboring City of Menifee understand it is in the best interest of the public to avoid multiple road closures of said intersection and support concurrent construction of the ultimate storm drain at this time. Doing so will avoid future construction and traffic impacts. Briggs Road is designated as a major transportation corridor/arterial and Holland Road a major highway. In addition, within the intersection there are multiple major utilities, including multiple high pressure gas mains and domestic water mains that would require relocation should the District construct the future improvements.

The Agreement is necessary to reimburse the Develop for the construction of additional culvert cells associated with regional flood control facilities to be constructed as part of Tract Map No. 37439. Upon completion of the drainage facilities' construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system pursuant to a separate Cooperative Agreement approved by this Board on December 17, 2024 [Board Agenda Item No. 11.2].

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement.

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Prev. Agn. Ref.: MT 26532, 11.2 of 12/17/24

Environmental Findings

The Agreement is exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3), which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize to any extent whatsoever actual physical development of the underlying property. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the County prior to construction. The Agreement merely establishes the terms by which the District will reimburse the Developer and assume ownership and responsibility for operation and maintenance of completed facilities that are greater than 36 inches in diameter. Therefore, it can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution under this Agreement will be funded by District ad valorem property tax revenues and entail no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, the Project will alleviate ongoing flooding problems and safely collect and convey the offsite flows downstream, west of Briggs Road and north of Holland Road.

Additional Fiscal Information

The engineer's estimate for the construction of Project is estimated to be \$23,363,520; however, the final amount of the construction contract will be determined by competitive bidding through the California Public Works Contract Process. The District will reimburse the Developer the budgeted funds up to \$7,422,317. The Developer will fund all remaining construction costs associated with the Project.

The District will ensure sufficient funding is secured prior to the construction contract award for the Project. Future operation and maintenance costs associated with the Project will accrue to the District.

Funding Summary

Total Estimated District Cost	\$	7,422,317
Total Estimated Developer Construction Cost	\$	15,941,203
Total Estimated Project Cost	\$	23,363,520

SOURCE OF FUNDS:

1. 25140-947460-548200 Infrastructure – Zone 4

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ATTACHMENTS:

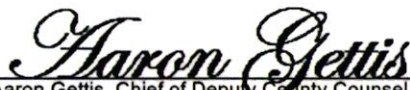
1. Vicinity Map
2. Reimbursement Agreement

AMR:rlp
P8/261120



Jason Farin, Principal Policy Analyst

3/26/2025



Aaron Gettis, Chief of Deputy County Counsel

3/25/2025

IMPROVEMENT AND REIMBURSEMENT AGREEMENT

Menifee Valley – Holland Channel, Stage 1

Project No. 4-0-00412

Tract Map No. 37439

This Improvement and Reimbursement Agreement ("Agreement"), dated as of APR 01 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT") and D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DEVELOPER"). The Agreement may refer to DISTRICT and DEVELOPER collectively as the "Parties". The Parties agree as follows:

RECITALS

A. DISTRICT and DEVELOPER wish to allow DEVELOPER to construct certain drainage improvements that will provide necessary flood control and drainage improvements for DEVELOPER's Tract Map No. 37439 and the surrounding region; and

B. DEVELOPER is the legal owner of record of certain real property, including a portion of Tract Map No. 37439, located within the county of Riverside ("County"), and is under contract to purchase the remainder of Tract Map No. 37439. The legal description of Tract No. 37439 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The subdivision located in the unincorporated areas of Riverside County in the eastern city of Menifee ("City") area, consists of approximately 158 acres, and is located north of Craig Avenue, west of Eucalyptus Road, south of Holland Road, and east of Leon Road ("PROJECT SITE"); and

D. DEVELOPER intends to build out PROJECT SITE as a master planned community, consisting of 446 single family residential lots (in 3 phases), associated streets, a park, water quality basins, trails/paseos, and a remainder lot to be processed as a future tract map by a different developer; and

E. In addition to the stormwater runoff that is generated within PROJECT SITE, PROJECT SITE receives sheet flow type runoff from large mostly undeveloped watersheds along its north, east, and south boundaries; and

F. As a condition of approval for Tract Map No. 37439, DEVELOPER must construct certain drainage improvements consisting of earthen trapezoidal channels, box culverts under road crossings to provide flood protection for DEVELOPER's planned development and an adequate outlet to drain its development; and

G. Currently, areas located adjacent to PROJECT SITE lack regional flood protection and drainage infrastructure and are impacted by floodwaters emanating from Domenigoni Valley; and

H. Therefore, as part of PROJECT SITE development, DEVELOPER proposes to construct drainage improvements to safely collect and convey the offsite flows downstream, west of Briggs Road and north of Holland Road; and

I. The proposed drainage improvements are part of the overall regional drainage system for the area consisting of approximately 1.5 mile of open channel as shown in concept in red on Exhibit "B", attached hereto and made part thereof, and a five (5) cell box culvert underneath County and City maintained Briggs Road and Holland Road, as shown in concept in blue on Exhibit "B"; and

J. The regional drainage system for the area has been accepted by County, City, and DISTRICT as the regional solution to address drainage needs in the area. The cost of the regional drainage system, including the drainage improvements for PROJECT SITE is estimated to be Thirty-Seven Million Four Hundred Fifty-Seven Thousand Four Hundred Eighteen Dollars (\$37,457,418); and

K. To drain PROJECT SITE and convey flows under Briggs Road and Holland Road, DEVELOPER is required to construct 1.0 miles of earthen open channel, as shown on DISTRICT's Drawing No. 4-1215 ("BRIGGS ROAD CHANNEL") and one (1) of the culvert's five (5) cells, as shown on DISTRICT's Drawing No. 4-1214, ("TR37439 BRIGGS CULVERT"). Total cost of DEVELOPER drainage improvements is estimated to be Eighteen Million Five Hundred Thirty-Five Thousand Seven Hundred Sixty-Two Dollars (\$18,535,762); and

L. To convey the regional flows underneath Briggs Road and Holland Road, four (4) additional culvert cells of same size ("REGIONAL BRIGGS CULVERT") are needed in addition to TR37439 BRIGGS CULVERT. Typically, DISTRICT would facilitate the construction of REGIONAL BRIGGS CULVERT and pay for the construction costs associated with these improvements to serve the region and increase capacity to accommodate regional flows. To expedite construction of REGIONAL BRIGGS CULVERT, DEVELOPER is willing to assume the lead role and, therefore, will provide the administrative, technical, managerial and support services necessary to plan, design and construct REGIONAL BRIGGS CULVERT; and

M. Based on the availability of funds, DISTRICT has allocated Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317) in its 5 Year Capital Improvement Plan toward the construction of REGIONAL BRIGGS CULVERT; and

N. There is approximately 2,600 acres of land in County and City adjacent to PROJECT SITE, which would receive increased flood protection from BRIGGS ROAD CHANNEL, TR37439 BRIGGS CULVERT and REGIONAL BRIGGS CULVERT. The neighboring properties benefitting from the improved flood protection are identified in blue shaded area on Exhibit "C", attached hereto and made a part hereof; and

O. Briggs Road is designated as a major transportation corridor/arterial and Holland Road a major highway, both serving the City and the adjacent unincorporated areas in the County. With said construction of TR37439 BRIGGS CULVERT, DEVELOPER would be

required to close a portion of the intersection of Briggs and Holland Roads to through traffic for an extended period of time; and

P. In addition to TR37439 BRIGGS CULVERT, the intersection includes a multitude of major gas, water, electric and communication utility lines that provide service to the region; and

Q. Significant construction and traffic impacts are expected due to closure of the intersection of Briggs and Holland Roads to construct TR37439 BRIGGS CULVERT and relocate said utilities; and

R. DISTRICT, City and County understand it is in the best interest of the public to avoid multiple road closures and potential interference with existing improvements and support concurrent construction of TR37439 BRIGGS CULVERT and REGIONAL BRIGGS CULVERTS because if REGIONAL BRIGGS CULVERT are constructed subsequent to TR37439 BRIGGS CULVERT, future closure of Briggs and Holland Roads will be necessary and will cause additional construction and traffic impacts. Phased construction of REGIONAL BRIGGS CULVERT may interfere with the initial TR37439 BRIGGS CULVERT construction; and

S. Concurrent construction of TR37439 BRIGGS CULVERT and REGIONAL BRIGGS CULVERT will: (i) minimize interruption at the intersection of Briggs and Holland Roads due to construction, (ii) maximize fiscal savings by reducing administrative efforts and construction mobilization costs that would occur if REGIONAL BRIGGS CULVERT and TR37439 BRIGGS CULVERT are constructed separately and (iii) provide full 100-year flood protection to Briggs and Holland Roads and adjoining area in the near-term; and

T. DEVELOPER is willing to construct REGIONAL BRIGGS CULVERT for DISTRICT concurrently with TR37439 BRIGGS CULVERT, and DISTRICT is willing to reimburse DEVELOPER toward the construction of REGIONAL BRIGGS CULVERT up to the previously allocated amount of Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317); and

U. Altogether, TR37439 BRIGGS CULVERT and REGIONAL BRIGGS CULVERT are called "CULVERT PROJECT"; and

V. DISTRICT intends to reimburse DEVELOPER in part for construction costs of CULVERT PROJECT, and CULVERT PROJECT shall be undertaken in accordance with the requirements that apply for projects constructed under the direction and authority of DISTRICT; and

W. DISTRICT desires to enter into this Agreement with DEVELOPER to provide 100-year flood protection to the intersection of Briggs and Holland Roads and to the existing properties adjacent and downstream of PROJECT SITE; and

X. DISTRICT desires DEVELOPER to perform design and construction of CULVERT PROJECT that will benefit properties within the watershed; and

Y. DISTRICT is willing to reimburse DEVELOPER for its construction costs associated with REGIONAL BRIGGS CULVERT in an amount determined by DISTRICT at time the notice of acceptance and accounting is provided to DISTRICT, which shall not exceed Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317); and

Z. DEVELOPER will enter into a subsequent agreement that details the roles and responsibilities of each of the Parties with respect to the construction and ownership and responsibility for the operation and maintenance of BRIGGS ROAD CHANNEL to complete the proposed drainage improvements; and

AA. All Parties recognize and acknowledge that DEVELOPER is solely responsible and assumes all liability for the inspection, repairs, operation, and maintenance of CULVERT PROJECT until the proposed BRIGGS ROAD CHANNEL has been accepted by DISTRICT; and

BB. DISTRICT will not accept CULVERT PROJECT for ownership, operation and maintenance until the proposed BRIGGS ROAD CHANNEL is completed pursuant to its respective agreement and it is accepted for ownership, operation and maintenance by DISTRICT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall comply with the following provisions:

1. Prepare CULVERT PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT standards.

2. Within thirty (30) days of awarding CULVERT PROJECT construction contract, pay the Western Riverside County Regional Conservation Agency the applicable mitigation fee for CULVERT PROJECT per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP").

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, at the time of providing written notice to DISTRICT of the start of CULVERT PROJECT construction, the estimated cost of providing construction inspection for CULVERT PROJECT in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of CULVERT PROJECT.

4. In coordination with DISTRICT, advertise and award CULVERT PROJECT consistent with Public Works Guidelines, and all applicable provisions of the Labor

Code, the Government Code and the Public Contract Code relating to public works and the competitive bid process, which includes, but is not limited, to the following requirements:

- a. DEVELOPER shall obtain bids for the construction of the CULVERT PROJECT, in conformance with the standard procedures and requirements of DISTRICT with respect to its public works projects. DEVELOPER shall also submit the bid packet prior to advertisement to DISTRICT for review to confirm consistency with the provisions of Exhibit "D" (public works bidding requirements), attached hereto and made a part hereof.
- b. DEVELOPER shall hold bid opening at DISTRICT offices at 1995 Market Street, Riverside, CA 92501.
- c. DISTRICT shall have five (5) working days from DISTRICT's receipt of the submitted bids to review and approve or reject bids for construction of CULVERT PROJECT. DISTRICT shall not unreasonably withhold approval of the contract award. DISTRICT may only reject bids on the basis of (i) unreasonably high cost or (ii) major bid items are, in DISTRICT's sole judgment, disproportionately skewed (unbalanced). In the event DISTRICT rejects all bids, DEVELOPER may elect to re-advertise for bids.
- d. If DISTRICT has not rejected the bids, the contract or contracts for the construction of CULVERT PROJECT shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) ("ORIGINAL BID"). Notice of the award and ORIGINAL BID shall be provided to DISTRICT.
- e. Furnish DISTRICT (Attention: Contract Services Section) with a complete list of all contractors and subcontractors to be performing work on CULVERT PROJECT, including the corresponding license number and license classification of each and Department of Industrial Relations Board registration number. DEVELOPER shall further identify in writing the designated superintendent for CULVERT PROJECT construction.
- f. DEVELOPER shall require, and the specifications and bid and contract documents shall require, all contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code), and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties, and as required by the procedures and standards of DISTRICT with respect to the construction of its public works projects.
- g. All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of CULVERT PROJECT which they will construct in conformance with DISTRICT's standard procedures and requirements.
- h. DEVELOPER and all such contractors shall comply with such other requirements relating to the construction of CULVERT PROJECT,

which DISTRICT may impose by written notification delivered to DEVELOPER and each such contractor at any time, including prior to the receipt of bids by DEVELOPER for the construction of CULVERT PROJECT, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

- i. DEVELOPER shall provide proof to DISTRICT, at such intervals and in such form as DISTRICT may require that the foregoing requirements have been satisfied as to CULVERT PROJECT.

5. Provide DISTRICT with an accurate accounting of REGIONAL BRIGGS CULVERT's construction costs and invoice DISTRICT for reimbursement for REGIONAL BRIGGS CULVERT's construction costs, in an amount that shall not exceed Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317). DEVELOPER shall submit this invoice and accounting and all documents to DISTRICT with the notice of completion described in Section I.6, and within a reasonable time of any request from DISTRICT. Final accounting of construction costs shall include a detailed breakdown of all costs, including all documents associated with construction of CULVERT PROJECT. Such documents, include, and are not limited to, certified payroll records, proof of payments, DISTRICT-approved change orders consistent with Public Works Guidelines for DISTRICT's (Attention: Plan Check Section) review and approval.

6. Upon completion of CULVERT PROJECT construction, provide DISTRICT (Attention: Construction Management Section) with a copy of the recorded Notice of Completion. The recorded Notice of Completion shall be accompanied by the final accounting of all CULVERT PROJECT construction costs.

7. Upon completion of CULVERT PROJECT construction but prior to DISTRICT's acceptance of CULVERT PROJECT for ownership, operation and maintenance, provide DISTRICT (Attention: Construction Management Section) with appropriate engineering documentation necessary to establish that CULVERT PROJECT was constructed in accordance with DISTRICT-approved IMPROVEMENT PLANS.

8. Upon completion of CULVERT PROJECT construction, but prior to DISTRICT acceptance of CULVERT PROJECT for ownership, operation and maintenance, DEVELOPER shall convey or cause to be conveyed to DISTRICT the flood control easement(s) or grant deed(s) of fee title and irrevocable offers of dedication to the public for flood control and drainage purposes, including ingress and egress for the rights of way, as deemed necessary by DISTRICT for the operation and maintenance of CULVERT PROJECT. The easement(s), grant deed(s), and irrevocable offers of dedication shall be in a form approved by DISTRICT, shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s), and properly recorded.

9. Furnish DISTRICT (Attention: Plan Check Section) when submitting easements or grant deeds of fee title set forth in Section I.8, with Preliminary Reports on Title dated not more than thirty (30) calendar days prior to date of submission of such property.

10. At the time of recordation of the conveyance document(s) as set forth in Section I.8, furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in each fee parcel as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

11. Upon completion of CULVERT PROJECT construction but prior to DISTRICT's acceptance of CULVERT PROJECT for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with redlined "record drawings" of CULVERT PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawings".

12. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

13. DEVELOPER agrees to maintain records for audit for three (3) years after final payment. Upon reasonable notice, DEVELOPER agrees to allow the auditor(s) access to such records during normal business hours.

14. In the event DEVELOPER's construction contractor does not complete or construct CULVERT PROJECT in accordance with DISTRICT standards, DEVELOPER shall complete or repair CULVERT PROJECT utilizing the bonds and insurances required and secured for CULVERT PROJECT.

15. Assume ownership and sole responsibility for the operation and maintenance of CULVERT PROJECT until such time as (i) DISTRICT's inspection and acceptance of CULVERT PROJECT construction as being complete and constructed in accordance with plans and specifications approved by DISTRICT, (ii) DISTRICT's acceptance of all necessary rights of way, easements, or grant deeds as set forth in Section I.8., (iii) DISTRICT's receipt of policies of title insurance for the rights of way, easements, or grant deeds as set forth in Section I.10., (iv) DISTRICT's sole determination that CULVERT PROJECT is in a satisfactorily maintained condition, (v) the construction of proposed BRIGGS ROAD CHANNEL is completed and constructed in accordance with plans and specifications approved by DISTRICT, (vi) DISTRICT accepts ownership and responsibility for the operation and maintenance of proposed BRIGGS ROAD CHANNEL, (vii) CULVERT PROJECT and proposed BRIGGS ROAD CHANNEL drain freely and are fully functioning as a flood control drainage system as solely determined by DISTRICT, (viii) proposed BRIGGS ROAD CHANNEL is formally accepted by DISTRICT for ownership, operation and maintenance and (ix) an adequate outlet has been graded

to DISTRICT's satisfaction, ensuring safe and proper conveyance of flows from CULVERT PROJECT. Such outfall grading shall be performed in accordance with the City-approved grading plan referenced in IMPROVEMENT PLAN, prior to DISTRICT's acceptance of CULVERT PROJECT.

16. If, subsequent to the inspection but prior to the acceptance of ownership and responsibility for the operation and maintenance of CULVERT PROJECT, and in the sole discretion of DISTRICT, CULVERT PROJECT is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency pursuant to California Environmental Quality Act ("CEQA"), taking all necessary actions to comply with CEQA.
2. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of CULVERT PROJECT construction.
3. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents and (iii) the processing and administration of this Agreement.
4. Prior to DEVELOPER advertising CULVERT PROJECT for bids, review and make a determination on, as appropriate, all rights of way, easements, or grant deeds, including any existing dedications, proposed legal descriptions and plat maps, basemap, and survey controls. DISTRICT may withhold approval of any such document(s) or IMPROVEMENT PLANS when, in the sole judgment of DISTRICT's General Manager – Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT's ability to operate and maintain CULVERT PROJECT.
5. Within five (5) working days of bid opening, review and approve or reject bids for construction of CULVERT PROJECT. DISTRICT shall not unreasonably withhold approval of the contract award. DISTRICT may only reject bids on the basis of (i) unreasonably high cost or (ii) major bid items are, in DISTRICT's sole judgment, disproportionately skewed (unbalanced). In the event DISTRICT rejects all bids, DEVELOPER may elect to re-advertise for bids.
6. Inspect construction of CULVERT PROJECT.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, if any, and within forty-five (45) calendar days after DISTRICT acceptance of CULVERT PROJECT as being complete, submit a final cost statement to DEVELOPER.

8. Upon receipt of DEVELOPER's written notice that CULVERT PROJECT construction is substantially complete, conduct a final inspection of CULVERT PROJECT.

9. Provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of CULVERT PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS.

10. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and DEVELOPER, or its construction manager, but shall not be deemed complete until DISTRICT agrees that construction is completed in accordance with DISTRICT-approved IMPROVEMENT PLANS. DEVELOPER shall not request DISTRICT to accept any portion of CULVERT PROJECT for ownership, operation or maintenance until construction is deemed fully complete and all necessary easements, rights of way, or grant deeds have been conveyed as set forth herein.

11. Within sixty (60) business days of receipt of the recorded Notice of Completion, invoice and supporting document described in Section I.6, reimburse DEVELOPER for the construction of REGIONAL BRIGGS CULVERT as approved by DISTRICT, based on review and approval of documents provided by DEVELOPER, not to exceed Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317).

12. Provided DEVELOPER complies with all the terms of this Agreement, DISTRICT's reimbursement of each construction item of cost relating to REGIONAL BRIGGS CULVERT shall include only amounts actually paid by DEVELOPER to third parties and shall not include overhead or other internal expenses of DEVELOPER.

13. Assume ownership and responsibility for the operation and maintenance of CULVERT PROJECT once all of the following takes place: (i) DISTRICT's inspection and acceptance of CULVERT PROJECT construction as being complete and constructed in accordance with plans and specifications approved by DISTRICT, (ii) DISTRICT's acceptance of all necessary rights of way, easements, or grant deeds as set forth in Section I.8., (iii) DISTRICT's receipt of policies of title insurance for the rights of way, easements, or grant deeds as set forth in Section I.10., (iv) DISTRICT's sole determination that CULVERT PROJECT is in a satisfactorily maintained condition, (v) the construction of proposed BRIGGS ROAD CHANNEL is completed and constructed in accordance with plans and specifications approved by DISTRICT, (vi) DISTRICT accepts ownership and responsibility for the operation and maintenance of proposed BRIGGS ROAD CHANNEL, (vii) CULVERT PROJECT and proposed BRIGGS ROAD CHANNEL drain freely and are fully functioning as a flood control drainage system as solely determined by DISTRICT, (viii) proposed BRIGGS ROAD CHANNEL is formally accepted by DISTRICT for ownership, operation and maintenance and (ix) an adequate outlet has been graded to DISTRICT's satisfaction, ensuring safe and proper conveyance of flows from CULVERT PROJECT. Such outfall grading shall be performed in accordance with the City-approved grading plan referenced in IMPROVEMENT PLANS, prior to DISTRICT's acceptance of CULVERT PROJECT.

14. If, subsequent to the inspection but prior to the acceptance of ownership and responsibility for the operation and maintenance of CULVERT PROJECT, and in the sole discretion of DISTRICT, CULVERT PROJECT is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

SECTION III INDEMNIFICATION

1. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT and County of Riverside (including, each of their 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 DEVELOPER and DEVELOPER's construction contractor(s) (including, their officers, employees, subcontractors, agents or representatives ("Indemnitors")) to the extent arising out of or in any way relating to this Agreement, 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 DEVELOPER or DEVELOPER's construction contractor(s) (including, each of their officers, employees, subcontractors, agents or representatives) from this Agreement. DEVELOPER or DEVELOPER's construction contractor(s) 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. The indemnification obligations of DEVELOPER and DEVELOPER's construction contractors stated herein shall expire one (1) year after DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of CULVERT PROJECT and BRIGGS ROAD CHANNEL.

2. With respect to any action or claim subject to indemnification herein by DEVELOPER or DEVELOPER's construction contractor(s), DEVELOPER or DEVELOPER's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and may adjust, settle, or compromise any such action or claim only with prior consent of DISTRICT and the County of Riverside. Any such adjustment, settlement or compromise shall not in any manner, whatsoever, limit or circumscribe DEVELOPER's or DEVELOPER's construction contractor(s) indemnification to Indemnitees as set forth herein.

3. DEVELOPER's and DEVELOPER's construction contractor(s) obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

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

5. Without affecting the rights of DISTRICT and County of Riverside under any other provision of this Agreement, DEVELOPER shall not be required to indemnify or hold

harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of DEVELOPER and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

6. In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

SECTION IV

It is further mutually agreed:

1. All Recitals set forth above are hereby incorporated herein by reference as if set for fully in the body of this Agreement.

2. DISTRICT, the County, the State of California, or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, including the records described in Section I.13.

3. DISTRICT shall reimburse DEVELOPER for construction costs for REGIONAL BRIGGS CULVERT in an amount not to exceed Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317) upon completion of construction and compliance with the terms of this agreement. DEVELOPER may incur costs in excess of DISTRICT's not-to-exceed contribution of Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317) for REGIONAL BRIGGS CULVERT. Nevertheless, in no case shall DISTRICT's reimbursement exceed Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317). In addition, the actual reimbursement shall be based on actual construction costs incurred so that in the event the final cost of REGIONAL BRIGGS CULVERT is less than Seven Million Four Hundred Twenty-Two Thousand Three Hundred Seventeen Dollars (\$7,422,317), DISTRICT shall reimburse DEVELOPER only for the construction costs attributed to REGIONAL BRIGGS CULVERT.

4. In the event that such funds for reimbursement pursuant to this Agreement are not forthcoming for any reason, DISTRICT shall immediately notify DEVELOPER in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by DEVELOPER. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward CULVERT PROJECT as set forth herein.

5. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Plan Check Section

To DEVELOPER: D.R. HORTON LOS ANGELES HOLDING
COMPANY, INC.
980 Montecito Drive, Suite 300
Corona, CA 92879
Attn: Forward Planning

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

7. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other County.

9. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

10. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

11. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. Any attempt to delegate or assign any interest herein without the consent of all parties shall be deemed void and of no force or effect. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

13. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

14. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

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

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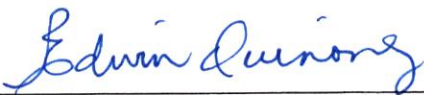
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

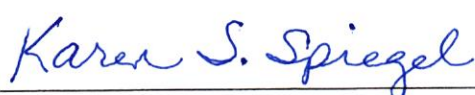
APR 01 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
for JASON E. UHLEY
General Manager-Chief Engineer

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

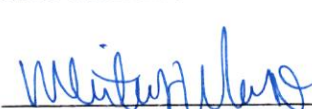
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

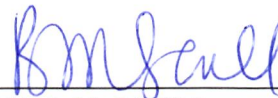
By 
Deputy

(SEAL)

Improvement and Reimbursement Agreement
Menifee Valley – Holland Channel, Stage 1
Project No. 4-0-00412
Tract Map No. 37439
02/25/25
AMR:RSM:blj

**D.R. HORTON LOS ANGELES HOLDING
COMPANY, INC.,** a California corporation

By: _____



BARBARA M. SCULL

Vice President and SoCal South Division
President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Improvement and Reimbursement Agreement
Menifee Valley – Holland Channel, Stage 1
Project No. 4-0-00412
Tract Map No. 37439
02/25/25
AMR:RSM:blj

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On February 26, 2025

Date

Ginger Lovett, Notary Public

Here Insert Name and Title of the Officer

personally appeared Barbara M. Scull

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 and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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: _____

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

BRPLD, LLC PROPERTY:

PARCEL 1: (APN 466-310-002)

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (APN 466-310-026)

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE CONSTRUCTION OF A FLOOD CONTROL CHANNEL AND THE INSTALLATION OF OTHER UNDERGROUND UTILITIES AS DESCRIBED IN THAT CERTAIN AGREEMENT REGARDING GRANT OF EASEMENTS, CONSTRUCTION OF FLOOD CONTROL IMPROVEMENTS AND FLOOD CONTROL CHANNEL RECORDED SEPTEMBER 14, 2005, AS INSTRUMENT NO. 2005-0757896, OF OFFICIAL RECORDS.

THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019, AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

D.R. HORTON PROPERTY:

PARCEL 1:

LOTS 1 THROUGH 27, INCLUSIVE, 29 THROUGH 48, INCLUSIVE, 53 THROUGH 62, INCLUSIVE, 69 THROUGH 82, INCLUSIVE, 103 THROUGH 109, INCLUSIVE, 131 THROUGH 136, INCLUSIVE, 139 THROUGH 142, INCLUSIVE, 146 THROUGH 170, INCLUSIVE, 180 THROUGH 192, INCLUSIVE, 195 THROUGH 220, INCLUSIVE, 222 THROUGH 225, INCLUSIVE, 249 THROUGH 251, INCLUSIVE, 448 THROUGH 454, INCLUSIVE, 461, 462, AND 464 OF TRACT NO. 37439, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 491, PAGES 59 THROUGH 79, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

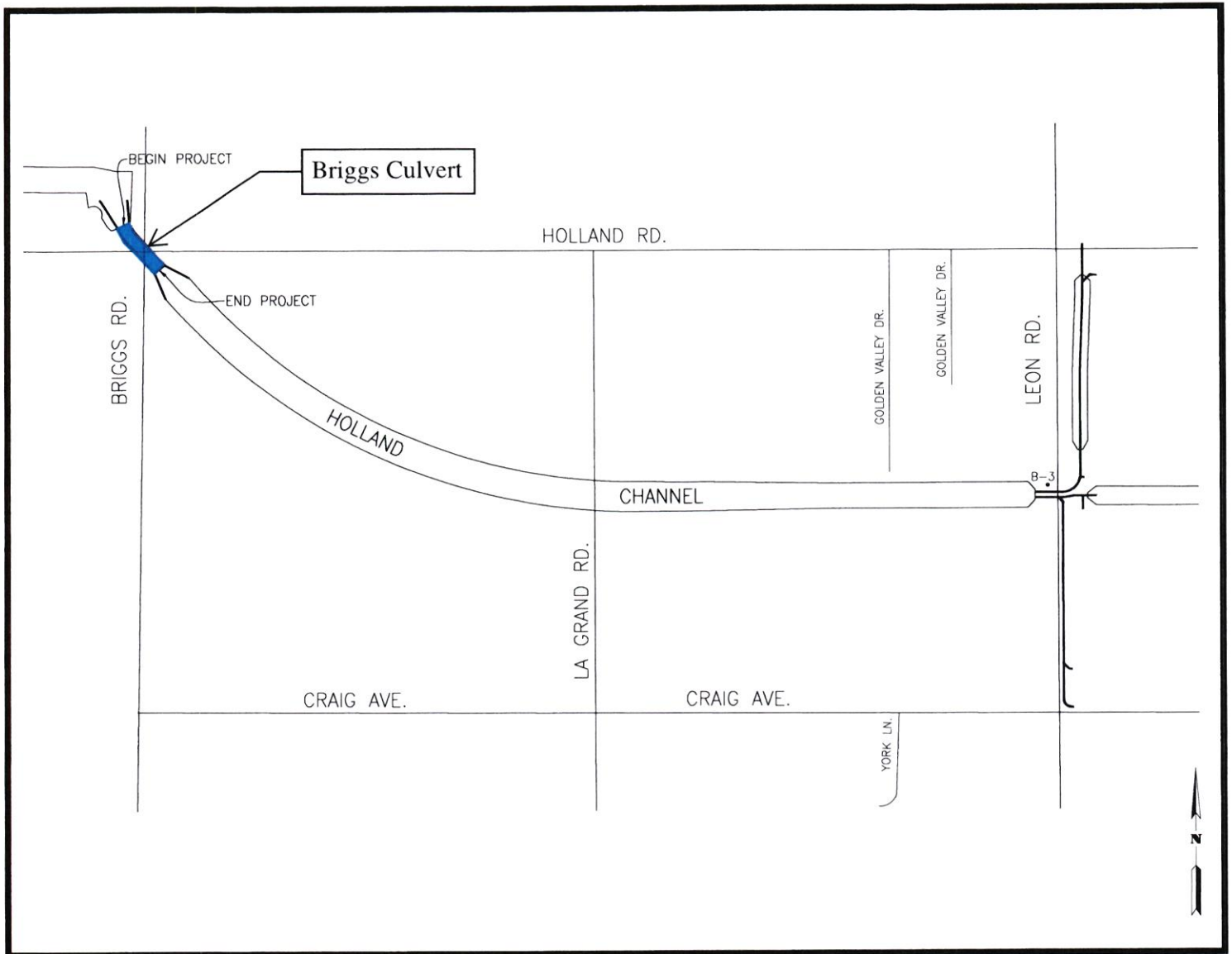
NON-EXCLUSIVE EASEMENTS FOR THE CONSTRUCTION OF A FLOOD CONTROL CHANNEL AND THE INSTALLATION OF OTHER UNDERGROUND UTILITIES AS DESCRIBED IN THAT CERTAIN AGREEMENT REGARDING GRANT OF EASEMENTS, CONSTRUCTION OF FLOOD CONTROL IMPROVEMENTS AND FLOOD CONTROL CHANNEL RECORDED SEPTEMBER 14, 2005, AS INSTRUMENT NO. 2005-0757896, OF OFFICIAL RECORDS.

THE RIGHTS UNDER SAID AGREEMENT HAVE BEEN ASSIGNED IN THAT CERTAIN ASSIGNMENT OF EASEMENT RECORDED MAY 31, 2019, AS INSTRUMENT NO. 2019-0195009, OF OFFICIAL RECORDS.

COOPERATIVE AGREEMENT

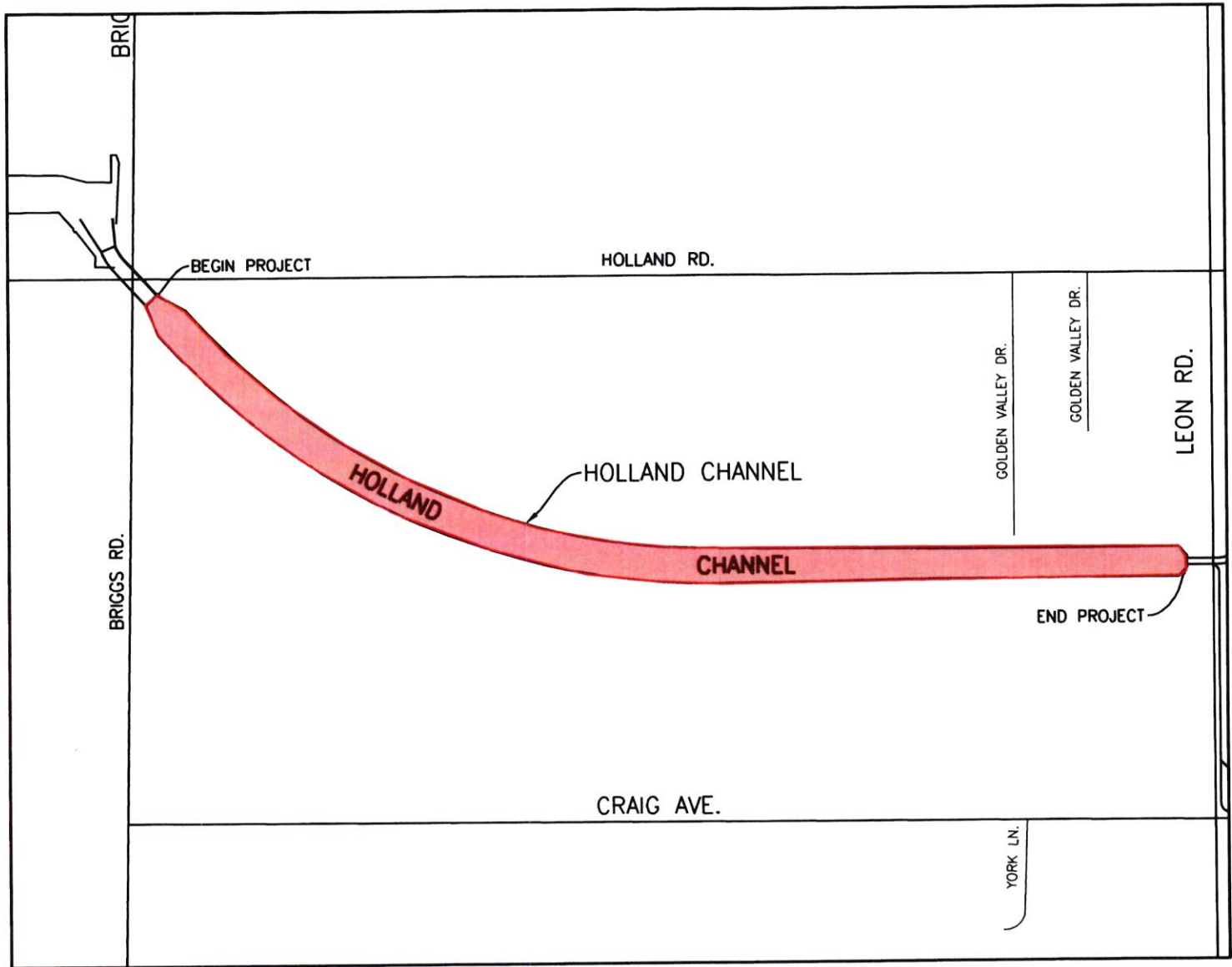
Tract Map No. 37439

EXHIBIT B



REIMBURSEMENT AGREEMENT
Tract Map No. 37439, DWG 4-1214
Menifee Valley - Holland Channel Stage 1
Project Number 4-0-00412

EXHIBIT B



COOPERATIVE AGREEMENT
Tract Map No. 37439, DWG 4-1215
Meniffee Valley - Holland Channel Stage 2
Project Number 4-0-00412

EXHIBIT D

INSTRUCTIONS TO BIDDERS

ARTICLE 1 GENERAL CONDITIONS

1.1 DEFINITIONS

Capitalized terms used in 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 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 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 the 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

EXHIBIT D

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 the 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 eighteen-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 the 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 the 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 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.

EXHIBIT D

	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"/>	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

EXHIBIT D

<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 Bidding Documents) issued by an Admitted

EXHIBIT D

Surety, 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 Bidding 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 Bidding 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 ($\frac{1}{2}$) of one percent (1%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. 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/>.

EXHIBIT D

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 the 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: <Enter District Contact Name>

Email: <Enter District Email Address>

OR

Hard Copy:

Riverside County Flood Control and Water Conservation District

1995 Market Street, Riverside, CA 92501

Attn: <Enter District Contact Name>

Questions or requests must be received **no later than** <Enter Deadline>.

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 grounds 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.

EXHIBIT D

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 name and Federal ID Number (if available) and complete one of the options on Page XXII. 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 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 rcflood.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.

EXHIBIT D

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 David Garcia 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 District within 24 hours after the bid opening and provided the corrected number corresponds to the submitted name and location for that subcontractor.

3.4 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.

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:

EXHIBIT D

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 an A.M. Best's Insurance Rating of A VIII (A:8) or better-rated surety company, authorized to do business in the State of California. The Bonds shall be executed by an authorized attorney-in-fact for the Surety company and his/her original or certified copy Power of Attorney must be attached to the Bonds. Premiums for Bonds shall be paid by the Contractor. Notary acknowledgements of the signatures of the Contractor and Surety(ies) are 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 the 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.

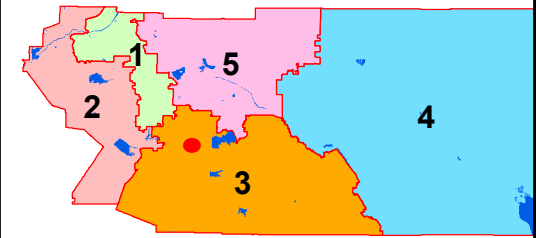
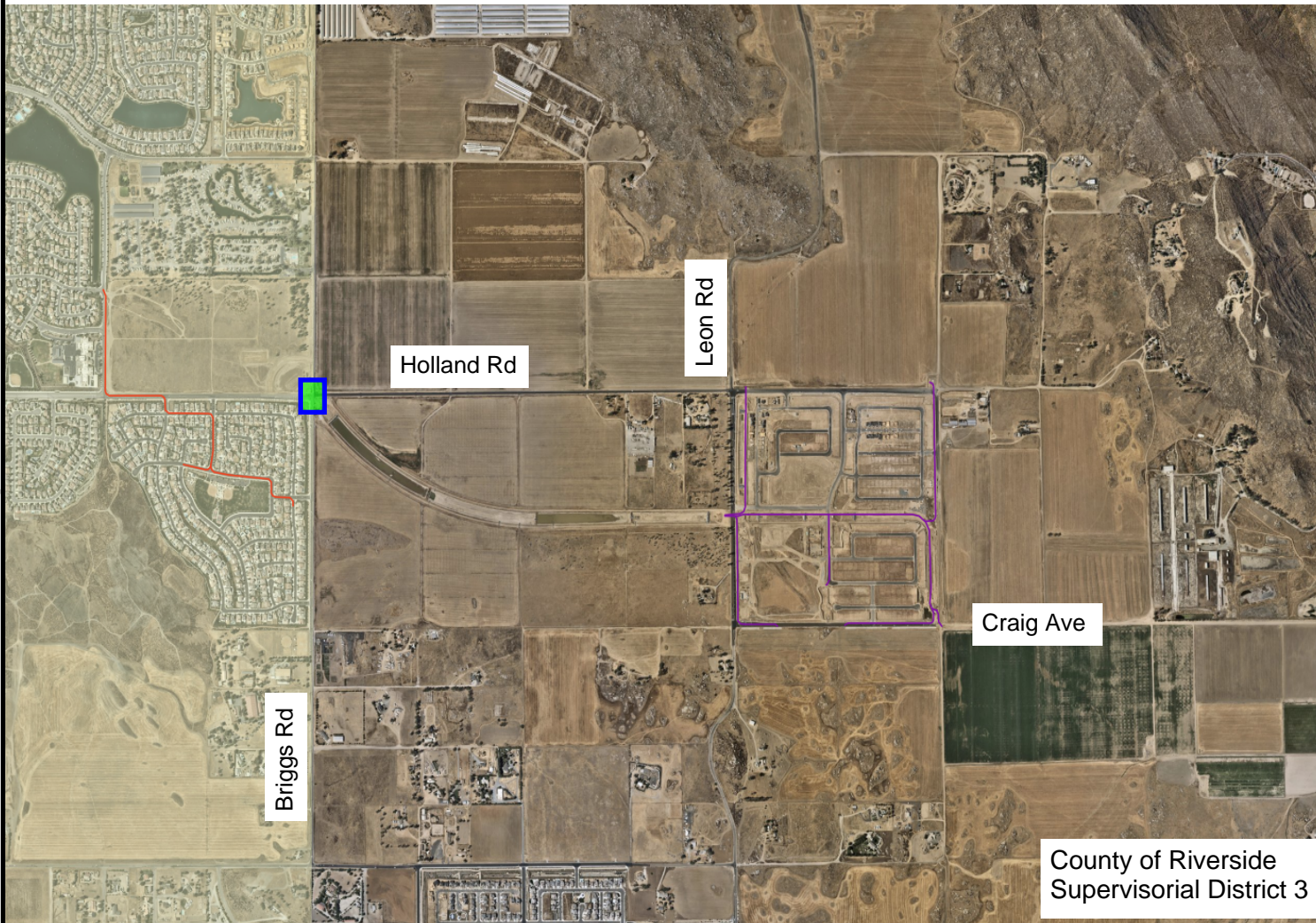
If the Performance Bond provides for a one-year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to ten percent (10%) of the contract price is required. Bonds shall be duly executed by a responsible

EXHIBIT D

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.



Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- City of Menifee

Description

Menifee Valley - Holland Channel, Stage 1
 Project No. 4-0-00412
 Tract Map No. 37439



VICINITY MAP

