

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



**ITEM: 14.9**  
(ID # 27808)

**MEETING DATE:**  
Tuesday, June 10, 2025

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Termination Agreement Between the Riverside County Flood Control and Water Conservation District and Zusser Company, Inc. for the Perris Valley Channel Sediment Removal; Authorize the Execution of the Notice of Cessation for the Perris Valley Channel Sediment Removal; Approve Specifications and Contract Documents; Authorize to Readvertise the Project for Bids Under the New Project Name: Perris Valley Channel Muck and Vegetation Removal, Project No. 4-0-00010, Nothing Further Required Under CEQA, District 5. [\$0] (CLERK TO ADVERTISE)

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

1. Approve the Termination Agreement Between the Riverside County Flood Control and Water Conservation District ("District") and Zusser Company, Inc.;
2. Authorize the Chair of the District's Board of Supervisor's ("Board") to execute the attached Notice of Cessation;
3. Direct the Clerk of the Board to record the Notice of Cessation with the County Recorder within fifteen (15) days after execution;

Continued on page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/27/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 10, 2025  
xc: Flood, Recorder, COB/NS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

4. Approve the Perris Valley Channel Muck and Vegetation Removal ("Project") and authorize the District to proceed with the Project;
5. Approve the Specifications and Contract Documents for the Project;
6. Authorize the Clerk of the Board to execute the Notice Inviting Bids to Contractors and advertise the Project for construction contract bids to be received by the District located at 1995 Market Street, Riverside, California 92501 up to the hour of 2:00 p.m. on July 15, 2025 at which time bids will be opened;
7. Direct the Clerk of the Board to return all three (3) copies of the completed Perris Valley Channel Muck and Vegetation Removal Specifications and Contract Documents books to the District; and
8. Direct the Clerk of the Board to return two (2) fully executed Termination Agreements and one (1) original copy of the recorded Notice of Cessation to the District.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: N/A</b>	
			<b>For Fiscal Year: N/A</b>	

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

**BACKGROUND:**

**Summary**

On February 27, 2024 [Board Agenda Item No. 11.1], the District's Board approved the acceptance of the low bid and awarded a construction contract between the District and Zusser Company, Inc. for the Perris Valley Channel Sediment Removal project. The project was intended to excavate and remove accumulated material in the channel to restore the channel to its original lines and grades and recover its capacity and function.

Due to seasonal environmental constraints following the award, the Contractor was unable to begin any construction, and during the intervening time significant additional natural vegetative growth occurred across the project site. The contractor stated that their bid was based on the assumption that the scope was limited to clean sediment removal and believes the now significant vegetation and organics mixed with the sediment constitute a change in site conditions.

The District and the Contractor have determined that the best course of action is to terminate the construction contract and re-advertise the project with a refined name and updated scope. This Termination Agreement is necessary to formally release all parties from the obligations imposed upon them in the construction contract dated February 27, 2024. Since no construction was yet performed, no payments have been made to the Contractor, and the Contractor has agreed in this termination agreement that no compensation is owed.

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

This agenda item also authorizes the advertisement of a replacement project: the Perris Valley Channel Muck and Vegetation Removal ("Project") for bids. The project name and scope has been updated to add clarity that the scope includes excavation and removal of ALL accumulated material including sediment, vegetative debris, etc. as necessary to fully restore the channel's capacity and function (see attached project description and location map).

County Counsel has approved the Termination Agreement as to legal form, and Zusser Company, Inc. has executed the Termination Agreement.

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

**Prev. Agn. Ref.: MT #24169 11.1 of 2/27/24 – Accept Bid**

**CEQA Compliance**

On Tuesday, October 17, 2023 [Agenda Item 11.4, MT 23088], the District's Board found that the proposed Project is categorically 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 was prepared by the District and filed by the Clerk of the Board on February 28, 2024. Nothing further is required to comply with CEQA.

**Impact on Residents and Businesses**

Improved flood protection and public safety in the Project vicinity.

**Additional Fiscal Information**

The action on this Form 11 merely approves the Plans and Specifications and Contract Documents identifying the proposed work, as well as authorizing the Clerk of the Board to advertise said contract documents. No expenses will be incurred as a result of this action.

**Contract History and Price Reasonableness**

The Engineer's estimate for this Project is \$4,364,175, and the action today, if approved, will authorize the District to pursue competitive bids through the California Public Works Contract Process. The District will then return to its Board to seek approval to award the contract to the lowest responsive bidder.

**ATTACHMENTS:**

1. Termination Agreement with Zusser Company, Inc.
2. Notice of Cessation
3. Notice Inviting Bids to Contractors
4. Project Description and Location Map
5. Specifications and Contract Documents Cover (hard copies of book provided under separate cover)

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

P8/261527  
JJS:rlp

  
Douglas Ordóñez Jr. 6/2/2025

  
Aaron Gettis, Chief of Deputy County Counsel 5/29/2025



**PETER ALDANA  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder**  
P.O. Box 751  
(951) 486-7000

www.riversideacr.com

**CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION FOR SEAL for the Riverside County Flood Control and Water Conservation District (EMBOSSSED ON DOCUMENT)

RIVERSIDE COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT

1945

CALIFORNIA

Date: 06/10/2025

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

Print Name: Whitney Mayo, Clerk of Board Assistant

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

This Termination Agreement ("Agreement") dated as of JUN 10 2025, is entered into by the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT") and Zusser Company, Inc., a California corporation ("CONTRACTOR"). DISTRICT and CONTRACTOR are collectively referred to herein as "Parties" and individually as "Party". The Parties hereby agree as follows:

**RECITALS**

WHEREAS, DISTRICT and CONTRACTOR entered into that certain Construction Agreement ("CONSTRUCTION AGREEMENT"), dated February 27, 2024, for CONTRACTOR to perform channel maintenance and sediment removal to restore the Perris Valley Channel ("PROJECT"), located in the city of Moreno Valley.

WHEREAS, due to seasonal environmental constraints for PROJECT following execution of CONSTRUCTION AGREEMENT, CONTRACTOR has not yet begun construction of PROJECT.

WHEREAS, during the intervening time, additional natural vegetative growth occurred across PROJECT site. DISTRICT's maintenance team was mobilized to mow and trim the vegetation, with the goal of restoring the site to the conditions that existed at the time of bidding.

WHEREAS, CONTRACTOR states that their bid for PROJECT was made under the assumption that the scope was limited to clean sediment removal, and believes that the trimmed vegetation and organics mixed within the sediment is a change of conditions. Subsequently, CONTRACTOR submitted a change order reflecting additional costs due to these conditions.

WHEREAS, DISTRICT has determined the best course of action is to terminate CONSTRUCTION AGREEMENT for convenience and re-advertise PROJECT to reflect the updated conditions.

WHEREAS, CONTRACTOR and DISTRICT hereby agree to terminate the Agreement and any other previously agreed-upon work, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination for Convenience. DISTRICT hereby terminates CONSTRUCTION AGREEMENT for its convenience, effective upon execution of this Agreement by both Parties. CONTRACTOR acknowledges and agrees to this termination, and CONSTRUCTION AGREEMENT dated February 27, 2024, shall be cancelled and forever terminated, with all provisions thereof becoming null and void upon such termination.

2. No Compensation to Contractor. Notwithstanding any other provision in the Agreement, DISTRICT shall not be liable to CONTRACTOR for any compensation, payment, or reimbursement of costs, including, but not limited to, any costs incurred in preparation for or performance of the work under CONSTRUCTION AGREEMENT, provided that DISTRICT returns the original construction payment and performance bonds to CONTRACTOR within forty-five (45) days of the recordation of the Project Notice of Cessation, and further provided that this termination is explicitly defined as a termination for convenience by DISTRICT. CONTRACTOR acknowledges and agrees that upon fulfillment of these conditions no further payment will be made by DISTRICT in connection with the termination of CONSTRUCTION AGREEMENT.

3. Waiver of Liability. DISTRICT hereby releases CONTRACTOR from any and all past and present claims, controversies, demands, damages, actions, rights or causes of action whatsoever, whether known or unknown, whether in law or equity, arising out of or related to CONSTRUCTION AGREEMENT prior to its termination. Notwithstanding the foregoing, this release shall not apply to any obligations of CONTRACTOR under this Agreement, nor to any claims arising from gross negligence or intentional misconduct by CONTRACTOR.

4. Non-Disparagement. Neither Party shall criticize, ridicule, or make any statement that disparages or is derogatory of the other Party, its affiliates, or any of their respective agents, employees, or representatives with respect to the work performed under CONSTRUCTION AGREEMENT. This includes communications with the press, media, customers of either Party, or any third party that has a business relationship with the other Party or its affiliates.

5. Choice of Law/Jurisdiction/Severability. This Agreement is to be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible. Any legal action, in law or in equity related to the performance or interpretation of this Agreement

shall be filed only in the Superior Court of the State of California located in the county of Riverside, California, and the Parties waive any provisions of law providing for a change of venue to another location.

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Construction Management Section	ZUSSER COMPANY, INC. 528 Palisades Drive, #504 Los Angeles, CA 90272 Attn: Larissa Sass
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7. Entire Agreement. This Agreement is the result of negotiations between the Parties and supersedes all prior negotiations, representations or agreements. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

8. Joint and Several Liability. If CONTRACTOR consists of more than one person or entity, the obligations imposed upon each shall be joint and several, and the act of or notice from, or notice or refund to, or the signature of, any one or more of them shall be binding on all of them with respect to the Agreement.

9. Waiver. 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 thereof. 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.

10. Binding Effect. This Termination Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal and legal representatives, successors, and assigns, as applicable.

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of CONTRACTOR and DISTRICT.

12. Counterparts. 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.

13. Limitation of Liability for Past Actions. Notwithstanding any provision in this Agreement to the contrary, CONTRACTOR shall not be liable for any indirect, incidental, consequential, or punitive damages arising from activities or conditions preceding the termination of CONSTRUCTION AGREEMENT.

14. Mutual Release and Indemnity. Both Parties hereby mutually release, indemnify, and hold harmless one another, including their respective affiliates, agents, officers, directors, employees, successors, and assigns, from any and all claims, liabilities, demands, damages, actions, and causes of action, known or unknown, accrued or unaccrued, arising from or related to CONSTRUCTION AGREEMENT prior to the date of termination, except those claims arising from gross negligence or intentional misconduct. Each Party further agrees to indemnify and defend the other against any third-party claims arising from acts or omissions solely attributable to the indemnifying Party occurring before termination.

15. Release of Payment and Performance Bonds. DISTRICT agrees to fully release and discharge any and all payment and performance bonds issued by CONTRACTOR, including returning the original copies of such bonds to CONTRACTOR within forty-five (45) calendar days from the recordation of the Notice of Cessation following the effective date of this Agreement. CONTRACTOR shall thereafter have no further obligations or liabilities with respect to said bonds.

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

JUN 10 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By:   
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)

[Signed in Counterpart]

Termination Agreement with Zusser Company, Inc.  
Perris Valley Channel Sediment Removal  
Project No. 4-0-00010  
04/15/25  
AMR:blj

**ZUSSER COMPANY, INC.**  
a California corporation



By

  
LARISSA SASS

President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Termination Agreement with Zusser Company, Inc.  
Perris Valley Channel Sediment Removal  
Project No. 4-0-00010  
04/15/25  
AMR:blj

## 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 Los Angeles

On April 25, 2025 before me, Juan Carlos Anaya, Notary public  
(insert name and title of the officer)

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 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.

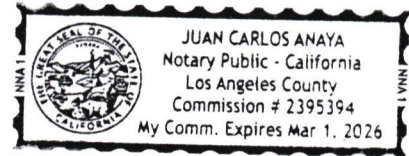
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Juan Carlos Anaya

(Seal)



## **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 Muck and Vegetation Removal  
Project No. 4-0-00010  
located in the city of Moreno Valley  
Riverside County, California**

On or after June 10, 2025, the Specifications and Contract Documents may be examined and obtained through [www.bidnetdirect.com](http://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. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 if picking up and \$15.00 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://rcflood.org/construction-bids>. Bidders are required to acknowledge receipt of all Addenda at the bottom of Page XV 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, July 15, 2025** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids. A **mandatory** pre-bid site review will be conducted at the **Perris Valley Channel** on Tuesday, **June 17, 2025, at 9:00 a.m.** The **Perris Valley Channel Muck and Vegetation Removal** meeting address is **Shell Gas Station, 4039 N. Perris Boulevard, Perris, CA 92571**.

**This project is on a strict timeline and all documents MUST be submitted according to the time frame listed in Section 1.10 of Article I General Conditions and Section 2.1 of the Special Provisions. Please note Bid Item No. 5 is an OPTIONAL BID ITEM.**

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

Jeff Shim

Email: [JShim@rivco.org](mailto:JShim@rivco.org)

OR

Hard Copy: Riverside County Flood Control and Water Conservation District

1995 Market Street, Riverside, CA 92501

Attn: Jeff Shim

Questions or requests must be received **no later than 5:00 p.m. on Thursday, June 26, 2025**.

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 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: June 10, 2025

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

KIMBERLY RECTOR  
Clerk of the Board

BY \_\_\_\_\_  
Deputy

**BOARD OF  
SUPERVISORS**

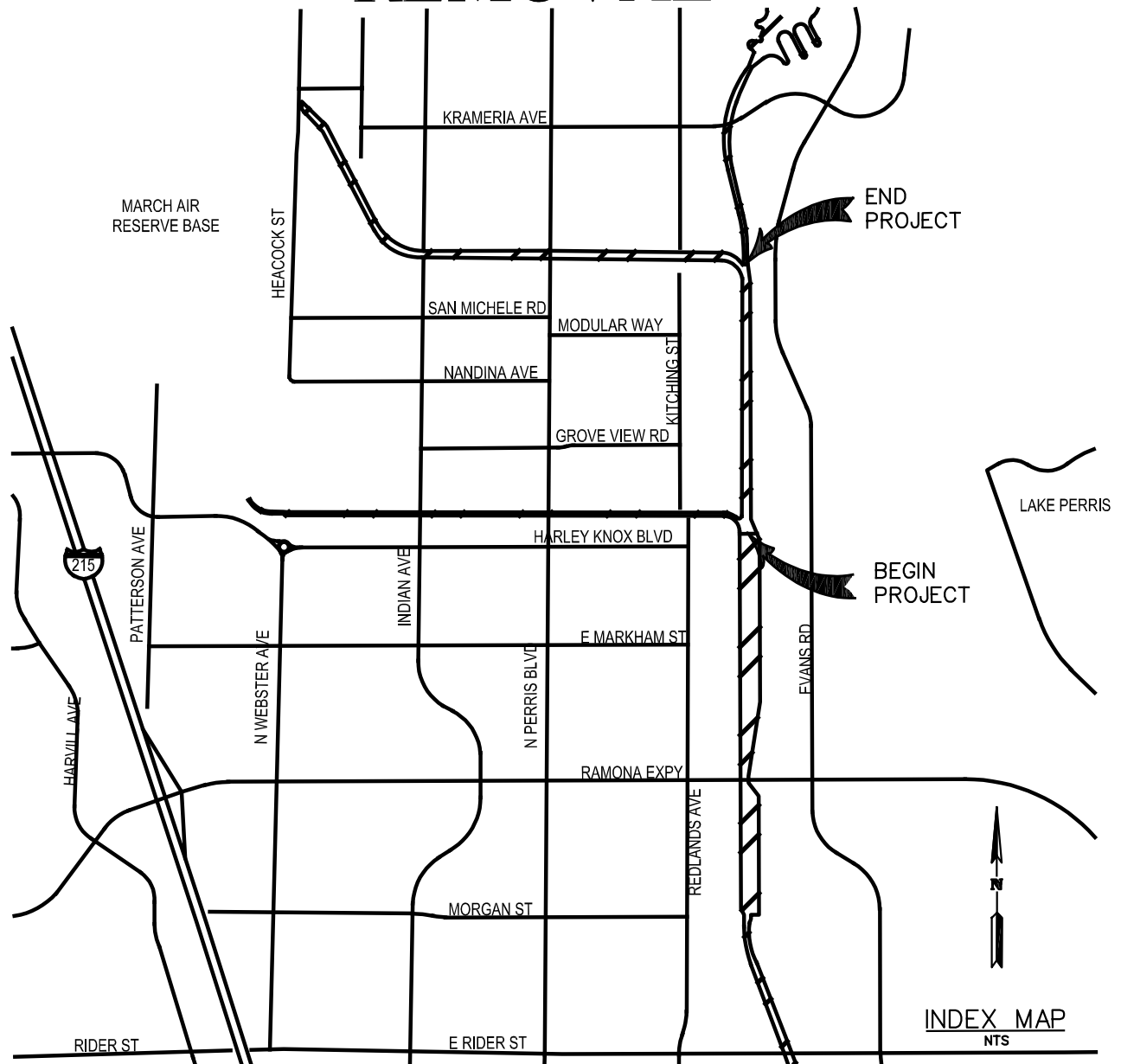
SPECIFICATIONS and CONTRACT DOCUMENTS  
for the CONSTRUCTION of  
PERRIS VALLEY CHANNEL MUCK  
AND VEGETATION REMOVAL  
4-0-00010

RIVERSIDE COUNTY, CALIFORNIA



FORM APPROVED COUNTY COUNSEL  
BY Kristine Bell-Valdez  
KRISTINE BELL-VALDEZ DATE

# PERRIS VALLEY CHANNEL MUCK AND VEGETATION REMOVAL



THE PERRIS VALLEY CHANNEL MUCK AND VEGETATION REMOVAL PROJECT IS LOCATED NORTH OF RAMONA EXPRESSWAY (HWY 74) AND EAST OF N PERRIS BLVD. THIS WORK CONSISTS OF EXCAVATING AND REMOVING ACCUMULATED MUCK AND VEGETATION TO THE ORIGINAL LINES AND GRADES OF THE EXISTING CHANNEL TO RESTORE THE CHANNEL'S CAPACITY AND FUNCTION.

# THE PRESS-ENTERPRISE

KEEP YOUR EYES ON THE 'PRISE

pe.com

3512 14 Street  
Riverside, California 92501  
(951) 368-9229  
neller@scng.com

County of Riverside - Clerk of the Board  
PO Box 1147  
Riverside, California 92502

<i>Account Number:</i>	5209148
<i>Ad Order Number:</i>	0011740799
<i>Customer's Reference/PO Number:</i>	
<i>Publication:</i>	The Press-Enterprise
<i>Publication Dates:</i>	06/17/2025 and 06/24/2025
<i>Total Amount:</i>	\$2535.89
<i>Payment Amount:</i>	\$0.00
<i>Amount Due:</i>	\$2535.89
<i>Notice ID:</i>	JNFiWHHqeO9IUzD6IKxN
<i>Invoice Text:</i>	<p>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 Muck and Vegetation Removal Project No. 4-0-00010 located in the city of Moreno Valley Riverside County, California On or after June 10, 2025, the Specifications and Contract Documents may be examined and obtained through <a href="http://www.bidnetdirect.com">www.bidnetdirect.com</a> . 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. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 if picking up and \$15.00 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: <a href="https://rcflood.org/construction-bids">https://rcflood.org/construction-bids</a> . Bidders are required to acknowledge receipt of all Addenda at the bottom of Page XV 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</p>

# THE PRESS-ENTERPRISE

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pe.com

The Press-Enterprise  
3512 14 Street  
Riverside, California 92501  
(951) 368-9229

County of Riverside - Clerk of the Board  
PO Box 1147  
Riverside, California 92502

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011740799

**FILE NO. 0011740799**

## PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**06/17/2025, 06/24/2025**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: June 24, 2025.

At: Riverside, California



Signature

## NOTICE INVITING BIDS TO CONTRACTORS

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

Jeff Shlm  
Email: [JShlm@rlvco.org](mailto:JShlm@rlvco.org)  
OR  
Hard Copy: Riverside County Flood Control and Water Conservation District  
1995 Market Street, Riverside, CA 92501  
Attn: Jeff Shlm

Questions or requests must be received **no later than 5:00 p.m. on Thursday, June 26, 2025**.

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 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.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1069.

Dated: June 10, 2025 KIMBERLY A. RECTOR  
Clerk of the Board of Supervisors  
By: Naomi Sicra, Clerk of the Board Assistant  
**The Press-Enterprise**  
**Published: 6/17, 6/24/25**

2025 JUL -7 PM 12:50



PO Box 631437 Cincinnati, OH 45263-1437

**AFFIDAVIT OF PUBLICATION**

Naomy Sicra  
Riverside County-Board Of Sup.  
4080 Lemon ST # 127  
Riverside CA 92501-3609

STATE OF WISCONSIN, COUNTY OF BROWN

The Desert Sun, a newspaper published in the city of Palm Springs, Riverside County, State of California, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/17/2025, 06/24/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 06/24/2025

Legal Clerk

Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost:	\$1027.40	
Tax Amount:	\$0.00	
Payment Cost:	\$1027.40	
Order No:	11401871	# of Copies:
Customer No:	1252599	1
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**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

**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 Muck and Vegetation Removal  
Project No. 4-0-00010  
located in the city of Moreno Valley  
Riverside County, California

On or after June 10, 2025, the Specifications and Contract Documents may be examined and obtained through [www.bidnetdirect.com](http://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. The Specifications and Contract Documents are also offered on CD-ROM for \$10.00 if picking up and \$15.00 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://rcflood.org/construction-bids>. Bidders are required to acknowledge receipt of all Addenda at the bottom of Page XV 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, July 15, 2025** at 1995 Market Street, Riverside, California, which time and place are fixed for the public opening of bids. A **mandatory** pre-bid site review will be conducted at the Perris Valley Channel on Tuesday, **June 17, 2025, at 9:00 a.m.** The Perris Valley Channel Muck and Vegetation Removal meeting address is Shell Gas Station, 4039 N. Perris Boulevard, Perris, CA 92571.

This project is on a strict timeline and all documents **MUST** be submitted according to the time frame listed in Section 1.10 of Article I General Conditions and Section 2.1 of the Special Provisions. Please note Bid Item No. 5 is an **OPTIONAL BID ITEM**.

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

Jeff Shim  
Email: [JShim@rivco.org](mailto:JShim@rivco.org)

OR  
Hard Copy: Riverside County Flood Control and Water Conservation District  
1995 Market Street, Riverside, CA 92501  
Attn: Jeff Shim

Questions or requests must be received no later than 5:00 p.m. on Thursday, June 26, 2025.

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

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
LABOR RELATIONS DIVISION

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 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.

Documents, the Contractor shall submit for approval by the District Bidder documented evidence of satisfaction of all of the qualifications listed above and in accordance with Articles 1 through 4 of the Instructions to Bidders.

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Dated: June 10, 2025 KIMBERLY A. RECTOR  
Clerk of the Board of Supervisors  
By: Naomi Sicra, Clerk of the Board Assistant  
June 17, 24, 2025 11401871

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Dated: June 10, 2025 KIMBERLY A. RECTOR

Clerk of the Board of Supervisors

By: Naomi Sicra, Clerk of the Board Assistant

June 17,24,2025 11401871