

# **PROWEST**

---

## **CONSTRUCTORS**

### **RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT**

### **EXHIBIT "N" CONSTRUCTION MANAGER'S STAFFING FEE SCHEDULE**

#### **Construction Management Fee:**

ProWest Constructors proposes a fixed amount of \$485,000.00. (see attached proposal)

#### **Included in the CM Fee is:**

- Home office overhead expenses
- Project profit
- CM losses

#### **Not included in the CM Fee is:**

- General Conditions (direct CM labor and expenses)
- Preconstruction expense
- CM Insurance

#### **Preconstruction Expenses**

Preconstruction fee was determined based upon the scope of services attached and as detailed in Exhibit "P." (see attached proposal)

#### **General Conditions Expenses**

We have attached a General Conditions expense budget for the project based upon a 9 month construction duration with a 2 month closeout. Our labor rates include escalation and are guaranteed through June 22, 2016.

#### **Total CM Contract Amount:**

CM Fee:	\$485,000 (fixed)
General Conditions:	\$749,000 (estimated)
Preconstruction Services:	\$167,342 (fixed)
<b>Total CM Contract:</b>	<b>\$1,401,342</b>

See attached Construction Management Services Fee Proposal (revised) dated 4-6-15 and a copy of General Conditions for 9 months of construction and 2 months closeout.

\*Final Construction Budget is yet to be confirmed as of 5-14-15



# **PROWEST<sup>TM</sup>**

---

## **CONSTRUCTORS**

May 20, 2015

Mr. Dominick Lombardi, Project Manager  
Riverside County Economic Development Agency  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501

**SUBJECT: Riverside Public Defender / Probation Building Project**  
**REGARDING: Construction Management Services Fee Proposal – Multiple Prime Contracts (Revised R2)**

Dear Mr. Lombardi,

Thank you for inviting ProWest to submit a proposal for Construction Management Services for the Public Defender / Probation Building project. We propose to provide comprehensive *Construction Management Services via Multiple Prime Contracts*. Our proposal is composed of 3 parts - Project Definition, Scope of Services and Fee Proposal.

### **PROJECT DEFINITION**

1. The Project consists of the renovation of the existing 8 story 77,000 SF building located at 4075 Main Street, Riverside, CA 92510. The construction documents are prepared by Holt Architects, Inc. The building was originally constructed in the 1960's and is a poured in place concrete structure. The building is currently unoccupied. This project consists of two major scopes of work. The first scope of work is an entire seismic upgrade to the existing structure. The second portion of the work is the complete build out of the interior of the building which will consist of office and lobby space for both the Public Defender offices as well as the Probation Department. This project was originally awarded as a public low bid project to AWI Builders on February 21, 2013. Due to performance issues the County elected to terminate the construction contract with AWI Builders for convenience in March 2014. In an effort to continue with progress the Economic Development Agency hired Angeles Contracting to take over the seismic portion of the project. The seismic work is currently ongoing and is approximately 75% complete with an anticipated completion date of May 29<sup>th</sup>, 2015. The intent is to have the seismic portion of the work completed and signed off prior to bidding out the remainder of the project under Multiple Prime Contracting.
2. Some light fixtures, electrical switch gear and components, EMT conduit, curtain wall material and fire sprinkler material have been procured and are being stored on the site. This material will need to be inventoried and verified prior to completing scopes of work so bidders know what to include as owner furnished contractor installed materials.
3. Deferred approvals are required for the Fire Alarm and Fire Sprinkler systems as well as an Exterior Aluminum Shade Screen system. These deferred approvals were not completed by the previous contractor and will need to be incorporated into the Multiple Prime scopes and project schedule. Fire Sprinkler system that has been installed will need to be removed and reinstalled after deferred approval is received, and installation can be properly inspected.
4. Deferred approval is required for the exterior curtain wall system. This deferred approval has been completed. The small portion of curtain wall system that has been installed was done so without proper inspection and will need to be removed and re-installed.
5. There are two elevators that provide access to all floors. The existing elevators are to remain and will receive cosmetic upgrades to the interior of the elevators only.
6. Project delivery method to be Multiple Prime Contracts with complete on-site supervisory services.



7. The Economic Development Agency's construction budget for this project is \$10,000,000 (77,000 SF @ \$130/SF)
8. The first bid release is anticipated to begin in Mid-May 2015, with a construction start in Mid-July 2015. The second bid release will begin in July 2015 with contracts being issued in September 2015.
9. Bid instructions to include alternates for possible cosmetic upgrades to parking structure located adjacent to the main building.
10. Bid instructions to include an alternate for the Generator enclosure as shown on the documents.
11. Construction to include all required coordination with City of Riverside and Southern California Edison for Point of Connection tie-ins for utilities.

### **SCOPE OF SERVICES**

Based on this understanding of the project, I have listed below the scope of services which ProWest can provide to help make this a successful project.

#### **A. Design Validation Phase**

1. Develop a Project Schedule using the Critical Path Method (CPM) of scheduling using Microsoft Project. The schedule shall treat the phases of the work and the responsibilities of the participants separately for each component of the project. The schedule will be able to be reviewed either by a time-scaled bar chart or as a summary bar chart identifying major milestones. This schedule will include all Preconstruction activities and will be updated as needed and issued at preconstruction meetings.
2. Develop a comprehensive list of all items that Economic Development Agency wants included in the project. Break this list out by items that require further design by the Architect versus items that can be addressed in the scopes of work.
3. Provide (1) construction cost estimate for 100% CD's for the project. Compare estimate with construction budget. Recommend design modifications to keep project within budget. Estimates shall always be based on current bid market conditions with escalation factors through projected bid date. This cost estimate will not include the seismic scope of work.
4. Coordinate with material suppliers and vendors as required to identify, inventory, compare with approved submittals and quantify construction materials that have been delivered to the site. Materials on site are as follows:
  - a.) EMT Conduit
  - b.) Light Fixtures
  - c.) VAV HVAC Devices
  - d.) Curtain Wall Materials
  - e.) Electrical Switchgear and Components
5. Research existing site conditions and utilities. Confirm extent of demolition, confirm all POCs for the project and photo document all existing conditions and provide organized photo book to all team members.
6. Perform quality control review of the drawings and specifications in order to reduce errors and omissions at bid time and in an effort to minimize change orders during construction. This quality control review will include constructability analyses. Organize and publish a detailed quality control report. Assist Architect with coordination between disciplines.
7. Chair Value Engineering session and make recommendations for Cost Savings.



8. Perform 3D scanning of entire project to establish As-Built conditions. Use Point Cloud data in conjunction with 2D drawings to develop an architectural BIM model. Overlay all MEP and Fire Protection drawings into a comprehensive level 400 model. Conduct Clash Detection meetings to coordinate all trades. Cost for this and other possible digital services has been broken out as requested under "Digital Preconstruction Services."
9. Establish a bidding strategy commensurate with the Economic Development Agency's desire for risk. Identify and manage the procurement long lead items.
10. Chair and record biweekly Preconstruction progress meetings between Architect, ProWest and the Economic Development Agency. Enhance project communication regarding Time, Cost and Quality. Due to time constraints on the project these Preconstruction meetings will be held weekly through the end of April 2015 then change to biweekly starting in May of 2015.
11. Provide liaison with Prime Trade Contractors and Suppliers.
12. Manage the Architect and its design team in revising contract documents so as not to impact the bidding schedule.
13. Prepare a detailed site logistics plan to be incorporated into the bid documents.

**B. Bid Packages**

1. Create detailed scopes of work for bidding to Multiple Prime Contractors. Recommend appropriate subdivisions of work into discrete bid packages.
2. Create all bidding and contract documents, including Divisions 0 and 1. This will include invitations for bids, bid forms, and supplementary instructions to bidders. Coordinate with Architect on Divisions 2 - 16. Incorporate specific Economic Development Agency bidding requirements into the documents. Specify unit prices, alternates, quantities, bonding and insurance requirements. Advise the Economic Development Agency on specific bid form allowances to be included in the budget.
3. Create a detailed construction schedule to be included as part of the bid packages. Organize the schedule to exactly match the bid packages. Contractually bind the contractors to the schedule.

**C. Bidding Phase**

1. Contact large numbers of contractors to bid on each package. Target 3 complete and competitive bids for each bid package.
2. Conduct prebid / job walk meetings. Provide hand out agendas for all attendees and manage sign in sheet.
3. Receive and resolve all bid questions. Coordinate with Architect and Economic Development Agency for responses and addenda.
4. Review bids in detail. Clarify scopes of work, exclusions etc. Get complete bids which match ProWest scopes of work. Review all bids with Economic Development Agency. Make recommendations for selection based on lowest, responsible and most complete bids. Provide a cost spreadsheet which compares the cost estimate to the lowest responsible bids.
5. Draft contracts, with letters of selection, for signature by Economic Development Agency.
6. Review signed contracts, bonds, insurance certificates and schedule of values. Draft notices to proceed for signature by Economic Development Agency.
7. Assist Economic Development Agency in setting up an escrow account for PTC payment by ProWest bank.



**D. Construction Phase**

1. Chair and record regular biweekly progress meetings with the Economic Development Agency, Architect, and ProWest to make key decisions, resolve problems and maintain communication. Chair and record all Preconstruction meetings with all Prime Trade Contractors. Chair and record special meetings such as prewaterproofing, preroofing, etc. Chair and record regular weekly Prime Trade Contractor progress meetings between ProWest and all contractors. Chair and record regular weekly MEP coordination drawing and BIM meetings between ProWest and all respective contractors.
2. Coordinate BIM model and when MEP Prime Trade Contractors are selected, coordinate and chair all BIM coordination meetings. Verify that model is followed in the field. Collect As-Built models weekly and incorporate As-Builts into final model.
3. Provide direct supervision, coordination, scheduling and problem resolution for Prime Trade Contractors.
4. Coordinate Division 1 requirements.
5. Coordinate Prime Trade Contractor contracts. Coordinate scopes of work and contractor schedules. Advise Owner if Prime Trade Contractors do not comply.
6. Review and approve all Prime Trade Contractor (PTC) schedules of value, payment applications, and lien releases. Submit all approved monthly PTC payment applications to the Economic Development Agency for final approval and payment to escrow holder.
7. Plan ahead to avoid problems. When problems arise, resolve them quickly. Research, analyze, record and recommend solutions for final decision by the Economic Development Agency.
8. Create a procurement schedule spreadsheet, which identifies all materials, equipment, 2<sup>nd</sup> tier suppliers and subcontractors, lead times, contacts, etc.
9. Produce a monthly budget control report which tracks budgets, contracts and change orders, payments, and projected costs.
10. Requests for Information (RFI), submittal and change order review, analysis and recommendation. Provide tracking reports and update biweekly.
12. Create and update the construction schedule for the project. Communicate the schedule to all contractors. The schedule is to include submittal times and material lead times and will be reviewed and updated at regular meetings.
14. Coordinate all inspections with Inspector of Record (IOR).
15. Coordinate furniture, equipment and other owner furnished requirements with Prime Trade Contractors.
16. Observe the work of Prime Trade Contractors, review inspection reports and ensure necessary corrections are made.
17. Perform an above-ceiling "Incomplete Work Items List" prior to closing ceiling areas. Record and distribute to all affected contractors. Manage completion of the outstanding items.
18. Assist Economic Development Agency in coordinating the checkout of utilities systems and equipment for readiness and assist in their initial start-up and testing by the Prime Trade Contractors.
19. Assist the team in coordination and installation of owner furnished items as required.



20. Secure substantial completion and the Economic Development Agency approval. Work with Economic Development Agency to create a detailed punch list for completion by contractors.
21. Manage all as-built drawings. Require all Prime Trade Contractors to furnish red-lined as-built drawings (or to red-line the ProWest as-built set) each month, prior to ProWest's approval of each Prime Trade Contractor pay application. ProWest to verify as-built updates every month for completeness and accuracy. ProWest will maintain one set of updated as-built drawings in the CM trailer at all times, updated no less frequently than monthly. At the end of the project, ProWest will provide as-builts to Architect, for the Architect's use in incorporating them into the Record Documents via CAD.

#### **E. Closeout Phase**

1. Manage completion of punch list. Secure warranties from contractors. Secure all final inspections. Prepare, for filing by the Economic Development Agency, Notices of Final Completion for each contractor.
2. Make recommendations regarding final payments to contractors; obtain final lien releases from all subcontractors and suppliers; make recommendations for resolution of all change orders; make recommendations for payment of contractors after expiration of subcontractor lien period.
3. Secure all maintenance and operations manuals, along with all critical project data, neatly organize and bind into volumes and deliver to the Economic Development Agency.
4. Assist with equipment installation and the Economic Development Agency's move-in. Troubleshoot operating problems.

#### **FEE PROPOSAL**

All fees are payable on a monthly basis. Monthly bills are due within 15 days, and we reserve the right to stop work if not paid within 30 days.

#### **A. Schedule**

Our fee proposal is generally based upon the following schedule:

- Preconstruction Phase – 6 months, beginning March 10, 2015 and ending September 10, 2015.
- Mobilization and Construction Commencement – Beginning July 22, 2015
- Construction Time – To be determined via detailed construction schedule during Preconstruction Phase.

#### **B. Preconstruction Phase Fee**

The fee for services during Design Validation Phase, Bid Preparation Phase, and Bidding Phase shall be a fixed fee as follows:

Basic Preconstruction Fee	\$141,590
Preconstruction Fee as a Result of Project Takeover	<u>\$ 25,752</u>
Total Preconstruction Fee	\$167,342

The fee will be billed on a percentage complete basis.



**C. Reimbursables**

These costs will be billed monthly as they are incurred, at actual cost, with detailed backup provided, and shall be limited to the following items:

Postage and Delivery  
Document Reproduction & Printing

**D. CM Fee**

The CM fee shall be fixed at \$485,000. The CM Fee will be billed monthly in equal increments over the course of construction.

**E. General Conditions**

ProWest general conditions cost shall be a fixed fee of \$68,091 per month.

The general conditions fee will be billed monthly in equal increments over the course of construction.

The general conditions fee excludes:

- Disposal Bins & Dump Charges
- Security Guard Service
- Chemical Toilets and Wash Stations
- Temp. Lights and Power
- Temp. Generator and Fuel
- Jobsite Fencing
- Forklift
- Survey
- BIM Consultant
- Tool Sheds / Storage Facilities
- Power Consumption
- Water Consumption
- Men & Material Hoists
- Cost for a part time superintendent for off hours and over time supervision.

**F. Insurance**

We have included costs for insurance as part of the CM Fee as stated above. We have assumed limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Our proposal is subject to the following stipulations:

- ProWest and the Economic Development Agency to be named as Additional Insureds on Prime Trade Contractor's policies.
- Specific exclusions: asbestos, hazardous materials, and mold/fungus.

We look forward to working together with you and the team on this project.

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,  
**ProWest Constructors**

Jeff Rising  
Project Executive, LEED AP BD+C

Approved: \_\_\_\_\_  
Economic Development Agency

Date: \_\_\_\_\_



## PROJECT DATA

PROJECT: Public Defender Project

TYPE OF PROJECT: Commercial TI

LOCATION: Riverside, CA

OWNER: EDA

ARCHITECT/ENGR: Holt Architects

PROJECT BUDGET \$10,000,000 (actual SWAG \$15mm)

BID DATE &amp; TIME: 2 Releases Summer 2015

CONTRACT TIME: 14.5 Months

LIQUIDATED DAMAGES: \$0

EST. CONST. TIME: 9 months + 2 months closeout

TOTAL BLDG S.F.: 77,000

PROJECT DESCRIPTION: Office Remodel

DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		EQUIP. / SUBCONTRACT		GRAND TOTAL
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
PROJECT MANAGEMENT :									
PROJECT EXECUTIVE (1/3) time	16	WKS		0	3,400	51,000		0	51,000
PROJECT MANAGER : Michael Haight	47	WKS		0	2,800	131,600		0	131,600
ASST. PROJ. MANAGER	0	WKS		0	2,100	0		0	0
PROJECT ENGINEER TBD	43	WKS		0	1,600	68,800		0	68,800
PROJECT ENGINEER 2: 0	0	WKS		0	1,600	0		0	0
SAFETY ENGINEER	0	HRS		0	85	0		0	0
FIELD ENGINEER #1:	0	WKS		0	1,600	0		0	0
FIELD ENGINEER #2: TBD	0	WKS		0	1,400	0		0	0
MECH/ELECT. SUPERINTENDENT	0	WKS		0		0		0	0
SCHEDULER: Eric Long	0	WKS		0	700	0		0	0
QUALITY CONTROL REP	0	WKS		0	1,600	0		0	0
GENERAL SUPERINTENDENT	0	WKS		0	2,250	0		0	0
SUPERINTENDENT : Mike Fekete	47	WKS		0	2,100	98,700		0	98,700
ASST. SUPERINTENDENT: 1/2 time	0	WKS		0	1,800	0		0	0
ASST. SUPERINTENDENT:	0	WKS		0	1,700	0		0	0
COST ACCOUNTANT MAIN OFFICE 1/2TIME	21	WKS		0	1,950	40,950		0	40,950
PROJECT COORDINATOR #1:	0	WKS		0	1,100	0		0	0
PROJECT COORDINATOR #2:	0	WKS		0	1,100	0		0	0
CLERK	0	WKS		0	500	0		0	0
LABORER	0	WKS		0	2,240	0		0	0
LABORER	0	WKS		0	2,240	0		0	0
FLAGMAN	0	WKS		0		0		0	0
DOUBLES SHIFT / OVERTIME (Excluded in Proposal)	182	HRS		0	61	11,712		0	11,712
PROJECT SUPPORT/BONUSES	391,060	\$		0	0.06	23,463		0	23,463

426,225

## SURVEY, LAYOUT &amp; ENGINEERING:

TESTING & INSPECTIONS	0.00%	Pct		0	0	0		0	0
LICENSED SURVEYOR	0	LS		0	7,500	0		0	0
PRIMARY LAYOUT - SITE SURVEY	0	HRS		0		0		0	0
ROADS & STREETS	0	DAY		0		0		0	0
ELEC. & UTILITY LINES	0	DAY		0		0		0	0
BUILDING GRIDS	0	DAY		0		0		0	0
FDN LAYOUT & BOLT ELEV.	0	DAY		0		0		0	0
ELEVATION TARGETS	0	DAY		0		0		0	0
FLOOR BASELINE & ELEV.	0	DAY		0		0		0	0
CURBS & WALKS	0	DAY		0		0		0	0
EARTH SHORING MONITORING	0	WKS		0		0		0	0
CARPENTERS	0	WKS		0		0		0	0
LABORERS	0	HRS		0		0		0	0

0

## TRANSPORTATION, TRAVEL &amp; MANHAUL :

AIR TRAVEL	0	MOS	1,000	0		0		0	0
LODGING	0	MOS	2,500	0		0		0	0
AUTOMOBILES RENTAL	0	MOS	300	0		0		0	0
PICK-UP TRUCKS - MAINT./FUEL	0	MOS		0		0		0	0
FLAT BED TRUCKS - MAINT./FUEL	0	MOS		0		0		0	0
OTHER VEHICLES	0	MOS		0		0		0	0
CAR ALLOWANCE: Proj, Executive	9	MOS		0		500	4,500	4,500	
CAR ALLOWANCE: PM	11	MOS		0		800	8,800	8,800	
CAR ALLOWANCE: Supt	11	MOS		0		400	4,400	4,400	
CAR ALLOWANCE: PE	11	MOS		0		300	3,300	3,300	
CAR ALLOWANCE: Asst Supt	0	MOS		0		300	0	0	0
CAR ALLOWANCE:	0	MOS		0		0	0	0	0
LIVING ALLOWANCE	0	MOS	1,800	0		0	0	0	0
MEALS (JOBSITE MEETINGS)	10	MOS	200	2,000		0	0	2,000	
PARKING @ AIRPORTS	0	MOS	200	0		0	0	0	0

23000

## PERMITS / LICENSES :

PLAN CHECK FEE	0	LS		0		0		0	0
BUILDING PERMIT	0	LS		0		1,000	0	1,000	0
CITY BUSINESS LICENSE	1	LS		0		250	250	250	0
DEMOLITION FEES	0	LS		0		0	0	0	0
CAL OSHA FEES	1	LS		0		2,500	2,500	2,500	0
INSPECTION FEES	0	LS		0		0	0	0	0
SEWER ASSESSMENT FEES	0	LS		0		0	0	0	0
UTILITY CONNECTION FEES	0	LS		0		0	0	0	0
STREET, WALK & CURB INSPECT. FEE	0	LS		0		0	0	0	0
STREET & WALK USE PERMIT	0	LS		0		0	0	0	0
MISC. PERMITS	1	LS		0		1,500	1,500	1,500	0
SWPPP PERMIT FEES	0	LS		0		0	0	0	0

4,250

## OFFICE AND ENGINEERING EXPENSES :

OFFICE TRAILERS	11	MOS		0		800	8,800	8,800	
TRAILER MODIFICATIONS	1	LS		0		2,500	2,500	2,500	
TRAILER SECURITY	11	MOS		0		75	825	825	
UNDERGROUND UTILITY LOCATION	0	LS		0		0	0	0	0
MOVE ON & OFF	1	LS		0		4,000	4,000	4,000	
OFFICE EQUIPMENT & SUPPLIES	10	MOS	500	5,000		0	0	5,000	
OFFICE FURNITURE	1	LS	1,500	1,500		2,500	2,500	4,000	
OFFICE COPIER LEASE / SERVICE	10	MOS	250	2,500		400	4,000	6,500	
ONSITE COMPUTER / PRINTER / NETWORK BUY	2	EA	1,500	3,000		0	0	3,000	
LAND LINE PHONE EQUIPMENT & INSTRUMENTS	0	MOS	200	0		0	0	0	0
LAND LINE PHONE CONNECTION & INSTALL	0	LS		0		2,500	0	0	0
LAND LINE PHONE CONSUMPTION	0	MOS		0		300	0	0	0
CELL PHONE PURCHASE	4	EA	200	800		0	0	800	
CELL PHONE USE (4 ea @ 9 mo)	36	MO	120	4,320		0	0	4,320	
IPAD PURCHASE	2	EA	700	1,400		0	0	1,400	
IPAD SERVICE (3 ea @ 9 mo)	27	MOS	120	3,240		0	0	3,240	
WIFI HOT SPOT SERVICE (1 EA)	11	EA	120	1,320		0	0	1,320	
WIFI OVERAGE	11	MOS	100	1,100		0	0	1,100	
CHEMICAL TOILETS & WASH STATION (in PTO scope)	0	MOS		0		1,000	0	0	0
CHEMICAL TOILETS	0	MOS		0		800	0	0	0
TOILET WITH SEWER CONNECTION	0	EA		0		1,000	0	0	0
PROGRESS PHOTOS	3	MOS		0		150	450	450	
BLUEPRINTS / SUBMITTALS	5	EA		0		400	2,000	2,000	
SAFETY & FIRST AID	2	LS		0		1,000	2,000	2,000	
RAIN GEAR	0	LS		0		15	0	0	0
HARD HATS	10	EA		0		20	200	200	



## PROJECT DATA

PROJECT: Public Defender Project  
 TYPE OF PROJECT: Commercial TI  
 LOCATION: Riverside, CA  
 OWNER: EDA  
 ARCHITECT/ENGR: Holt Architects  
 PROJECT BUDGET \$10,000,000 (actual SWAG \$15mm)

BID DATE & TIME: 2 Releases Summer 2015

CONTRACT TIME: 14.5 Months

LIQUIDATED DAMAGES: \$0

EST. CONST. TIME: 9 months + 2 months closeout

TOTAL BLDG S.F.: 77,000

PROJECT DESCRIPTION: Office Remodel

DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		EQUIP. / SUBCONTRACT		GRAND TOTAL
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
JANITOR SERVICE	10	MOS		0		0	200	2,000	2,000
COFFEE	11	MOS		0		0	30	660	660
COMPUTER SOFTWARE / REPAIR	1	LS	3,000	3,000		0		0	3,000
MISC. OFFICE EQUIPMENT RENTAL	0	MOS		0		0	75	0	0
POSTAGE	11	MOS		0		0	150	1,650	1,650
PROJECT SIGN	1	EA		0		0	1,500	1,500	1,500
CONCRETE MIX DESIGN	0	EA		0		0		0	0
TESTING & INSPECTION COSTS	0	LS		0		0		0	0
ROOFING / MEMBRANE INSPECTION	0	LS		0		0		0	0
DESIGN COSTS	0	LS		0		0		0	0
CONSULTANTS FEES/CO ESTIMATES	0	HRS		0		0	85	0	0
CONSULTANTS FEES Bim Consultant	0	MO		0		0	2,500	0	0
CONSULTANTS FEES Scheduling consultant	0	MO		0		0	2,200	0	0
LEGAL FEES RE: PTC ISSUES	0	MOS		0		0		0	0
OWNER'S TRAILER - FURNISHED	0	MOS		0		0		0	0
FIRE EXTINGUISHERS	15	EA	120	1,800		0	800	0	1,800
GC Contingency	1	LS	0	0		0	5,000	5,000	5,000
EXPRESS MAIL/MESSAGE SERVICE	11	MOS		0		0	175	1,925	1,925
AS BUILT DRAWINGS	1	LS		0		0	3,500	3,500	3,500
DRINKING WATER	11	MOS		0		0	125	1,375	1,375

73,665

## TEMPORARY BUILDINGS AND SERVICES:

TOOL SHEDS / STORAGE FACILITIES	0	MOS		0		0	100	0	0
BASIC POWER INSTALLATION	0	LS		0		0	10,000	0	0
OX BLUE SECURITY CAMERA	0	LS		0		0	2,200	0	0
TEMPORARY LIGHTS & POWER (GENERATOR & FUEL in PTC scope)	0	MOS		0		0	3,100	0	0
TEMPORARY POWER CONSUMPTION (in PTC scope)	0	MOS		0		0	350	0	0
TEMPORARY POWER CONSUMPTION (Entire Duration in PTC scope)	0	MOS		0		0	1,200	0	0
TEMPORARY WATER SERVICE CONNECTION AT TRAILER	1	LS		0		0	2,500	2,500	2,500
TEMPORARY WATER CONSUMPTION (in PTC scope)	0	MOS		0		0	350	0	0
TEMPORARY SEWER LINE (Connection)	1	LS		0		0	2,500	2,500	2,500
TEMPORARY PARKING FOR EMPLOYEES	11	MOS		0		0	200	2,200	2,200
TEMPORARY ELEVATOR RENTAL CHARGES	0	MOS		0		0		0	0
TEMPORARY ELEVATOR OPERATOR	0	MO		0		0		0	0
TEMPORARY HEAT OR VENTILATION	0	WKS	1,000	0		0		0	0
MOBILIZATION	1	LS	2,000	2,000		0		0	2,000
HIRED FLAGMAN	0	WKS		0		0	1,200	0	0
EXCESSIVE TRAFFIC CONTROL	0	LS		0		0	10,000	0	0

9,200

## TEMPORARY PROTECTION &amp; CLEAN-UP:

CONSTRUCTION FENCE - RENTED & MESH - 8' HIGH (in PTC scope)	0	LF	9	0		0		0	0
SPECIAL GRAPHIC FENCE COVERING	350	LF		0		0	0	0	0
COMPOUND FENCING	0	LF	5	0		0		0	0
SAFETY ROPES & RAILINGS (Maintenance)	0	MO		0	1,200	0		0	0
PEDESTRIAN TRAFFIC SIGNAGE	3	LS	200	600		0		0	600
TEMPORARY GRAVEL LOT 8'	0	CY		0		0	10	0	0
DEMO TEMP. GRAVEL LOT	0	CY		0		0	6.00	0	0
TEMPORARY 2" PAVING, 8" BASE, GRADING AT ACCESS ROAD	0	SF	3	0		0		0	0
DEMO TEMP. PAVING AT ACCESS ROAD	0	SF	2	0		0		0	0
TEMPORARY PEDESTRIAN WALK, CLEAR, GRADING, CONCRETE	0	LS		0		0	3,300	0	0
DEMO TEMP. PEDESTRIAN WALK	0	LS		0		0	1,500	0	0
TEMPORARY WATER CONNECTION AT TRUCK WASH	0	EA		0		0		0	0
TEMPORARY STORM DRAIN CONNECTION TO SUMP PIT	0	EA		0		0		0	0
TEMPORARY BALL VALVE FIRE HOSE CONNECTION	0	EA		0		0		0	0
TEMPORARY DRAINAGE PERF. PIPE / GRAVEL	0	LF		0		0		0	0
HIGH PRESSURE SPRAYER / KNAACK BOX	0	EA	450	0		0		0	0
DISCONNECT TEMP. UTILITIES	0	LS		0	1,500	0		0	0
STREET CLEANING	4	WKS		0		0	600	2,400	2,400
ROAD MAINTENANCE	0	WKS		0		0	500	0	0
DEWATERING - PUMP AFTER RAINS	0	WKS		0		0	1,000	0	0
EXCESSIVE PUMP RENTAL	0	WKS		0		0		0	0
FIRE PROTECTION	0	LS		0		0		0	0
TEMPORARY STAIRS & LADDERS	0	EA		0		0		0	0
RELOCATE LIGHT POLES	0	EA		0		0	0	0	0
RELOCATE BOLLARDS	0	EA		0		0		0	0
GENERAL CLEAN-UP:	0			0		0		0	0
EXCAVATION	0	WKS	25	0	1,000	0		0	0
BUILDING ROUGH-IN	2	WKS	25	50	1,500	3,000		0	3,050
TRASH CHUTE	0	LS		0		0		0	0
BUILDING GENERAL	2	WKS	0	0	1,500	3,000		0	3,000
PARKING STRUCTURE	0	WKS		0	1,200	0		0	0
EROSION CONTROL:	0	LS		0		0	0	0	0
FINAL CLEAN-UP	0	SF		0		0		0	0
CLEAN GLASS & FRAMES	0	SF		0		0		0	0
GUARD SERVICE (128 hrs per wk @ \$12.00 per hr.)	0	MOS		0	0		6,651	0	0
MISC. FIXTURES, ETC.	0	EA		0		0		0	0
TEMPORARY ROADS	0	LS		0		0		0	0
MAINTENANCE OF ROADS & FENCES & WALKS	1	LS		0		0	2,500	2,500	2,500
DISPOSAL BINS & DUMP CHARGES (1.75 per week for 45 weeks)	0	EA		0		0	500	0	0
PUNCHLIST	3	WKS	25	75	1,000	3,000		0	3,075
JOBSIGNS	1	LS		0		0	1,200	1,200	1,200
REPAIRS & PATCHING	1	LS		0	2,500	2,500	0	0	2,500

18,325

## EQUIPMENT - OWNED &amp; OPERATED/RENTED:

AUTOMOBILES	0	MOS		0		0		0	0
PICK-UP TRUCKS	0	MOS		0		0		0	0
OTHER VEHICLES	0	MOS		0		0		0	0
COMPRESSOR & TOOLS	0	MOS		0		0		0	0
GENERATOR (including fuel)	0	MOS		0		0	7,500	0	0
TRANSIT	0	MOS		0		0		0	0
LEVEL	0	MOS		0		0		0	0
RADIO COMMUNICATION	4	EA	200	800		0		0	800
TRUCKING FROM YARD	0	LS		0		0		0	0
TRUCKING HIRED	0	LS		0		0		0	0
MISC. EQUIPMENT RENTAL	3	MOS		0		0	750	2,250	2,250
MISC. CRANE RENTAL - MOBILE - 30T	0	DAYS		0		0	2,000	0	0
MEN & MATERIAL HOISTS:									
RENTAL	0	MOS		0		0		0	0
HOIST IN & OUT	0	LS		0		0		0	0



## PROJECT DATA

PROJECT: Public Defender Project  
 TYPE OF PROJECT: Commercial TI  
 LOCATION: Riverside, CA  
 OWNER: EDA  
 ARCHITECT/ENGR: Holt Architects  
 PROJECT BUDGET \$10,000,000 (actual SWAG \$15mm)

BID DATE & TIME: 2 Releases Summer 2015  
 CONTRACT TIME: 14.5 Months  
 LIQUIDATED DAMAGES: \$0  
 EST. CONST. TIME: 9 months + 2 months closeout  
 TOTAL BLDG S.F.: 77,000  
 PROJECT DESCRIPTION: Office Remodel

DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		EQUIP. / SUBCONTRACT		GRAND TOTAL
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
HOIST FOUNDATION	0	LS		0		0		0	0
COST OF JUMPING HOIST	0	EA		0		0		0	0
PLATFORMS & GATES	0	EA		0		0		0	0
REPAIRS	0	LS		0		0		0	0
RAMPS	0	EA		0		0		0	0
HOIST OPERATOR	0	MOS		0		0		0	0
TOWER CRANE :	0			0		0		0	0
CRANE RENTAL	0	MOS		0		0		0	0
CRANE IN & OUT	0	LS		0		0		0	0
CRANE FOUNDATION	0	LS		0		0		0	0
COST OF JUMPING CRANE	0	EA		0		0		0	0
CLOSING IN FLOOR OPENINGS	0	EA		0		0		0	0
REPAIRS	0	LS		0		0		0	0
CRANE OPERATOR	0	WKS		0		0		0	0
FORKLIFT RENTAL	0	WKS	0	0		0	1,500	0	0
MISC. SMALL TOOLS	1	LS	0	0		0	2,500	2,500	2,500
CONTINGENCY	1	LS	0	0		0	7,500	7,500	7,500

13,050

## OWNER &amp; ARCHITECT:

FAX MACHINE-BUY/SELL	1	EA		0		0		0	0
EXPRESS MAIL	0	MOS		0		0		0	0
OFFICE TRAILERS - IOR, min 16' long	11	MOS		0		0	350	3,850	3,850
MOVE ON & OFF	1	LS		0		0	1,500	1,500	1,500
OFFICE EQUIP. & SUPPLIES	0	MOS	150	0		0		0	0
OFFICE FURNITURE	0	LS		0		0	500	0	0
OFFICE COPIER	0	MOS		0		0	400	0	0
ON SITE COMPUTER BUY/SELL	0	EA	1,500	0		0		0	0
DRINKING WATER	11	MOS		0		0	50	550	550
COFFEE	11	MOS		0		0	70	770	770
TEMPORARY POWER CONSUMPTION	0	MOS		0		0		0	0
TELEPHONE Service	0	MOS		0		0	100	0	0
TELEPHONE CONNECTION & INSTALL	0	LS		0		0	250	0	0
Internet Service	11	MOS		0		0	150	1,650	1,650
TOILET W/SEWER CONNECTION	0	EA		0		0		0	0
JANITOR SERVICE	11	MOS		0		0	180	1,760	1,760
POSTAGE	0	MOS		0		0		0	0
MISC. OFFICE EQUIP. RENTAL	0	MOS		0		0	100	0	0

10080

## TAXES &amp; INSURANCE :

PAYROLL BURDEN - PROJ. MGT.	40.00%			0	350,100	140,040		0	140,040
SECRETARY/ACCOUNTING	40.00%			0	40,960	16,380		0	16,380
CRAFT & PUNCH	40.00%			0	0	0		0	0
SALES TAX ON MATERIAL	8.275%	34,505	2,855			0		0	2,855
LABOR ESCALATION ON PAYROLL BURDEN	0%			0	156,420	0		0	0
LABOR ESCALATION - RAISES	3%			0	391,050	11,732		0	11,732
LEGAL & AUDIT	0	LS		0		0		0	0
OTHER TAXES & INSURANCE	0	LS		0		0		0	0
BUILDERS RISK DEDUCTIBLE	0	EA		0		0	25,000	0	0

171,007  
749,002

## SUMMARY OF G.C. DIVISIONS :

PERCENT OF TOTAL									
PROJECT MANAGEMENT	56.91%		0		426,225		0		426,225
SURVEY, LAYOUT, & ENG.	0.00%		0		0		0		0
TRANS., TRAVEL & MANHAUL	3.07%		2,000		0		21,000		23,000
PERMITS / LICENSES	0.57%		0		0		4,250		4,250
OFFICE & ENG. EXPENSES	9.86%		28,980		0		44,885		73,865
TEMP. BLDGS & SERVICES	1.23%		2,000		0		7,200		9,200
TEMP. PROT. & CLEAN-UP	2.45%		725		11,500		6,100		18,325
EQUIP. OWNED & RENTED	1.74%		800		0		12,250		13,050
PROJECT MANAGEMENT	1.35%		0		0		10,080		10,080
INSURANCE, TAXES & BENEFITS	22.83%		2,855		168,152		0		171,007

749,002

## GENERAL CONDITIONS GRAND TOTAL :

	100 %		37,360		805,877		105,765		749,002
GENERAL CONDITIONS PER MONTH :	11 MOS				\$68,091 Per Month				
					4.99% Total Costs				





**RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT**  
**EXHIBIT "O" CONSTRUCTION MANAGER'S SUBCONSULTANT SERVICES**

NOT APPLICABLE





**RIVERSIDE PUBLIC DEFENDER / PROBATION BUILDING PROJECT**

**EXHIBIT "P" PRECONSTRUCTION SCOPE OF SERVICES BREAKDOWN**

PRECONSTRUCTION SERVICES CONSISTS OF TWO SCOPES OF WORK.

BASIC PRECONSTRUCTION FEE = \$141,590

PRECONSTRUCTION TAKEOVER FEE = \$25,752

TOTAL PRECONSTRUCTION FEE = \$167,342 (SEE ATTACHED DETAIL)



Project Name:  
Const. Cost / Budget:  
Architect:  
Design Status:  
Date of Latest Drawings:  
Fast Track?

Public Defender / Probation Department  
\$15,000,000  
just started  
Yes

# PROWEST CONSTRUCTORS

## PRECONSTRUCTION FEE/BUDGET SCHEDULE DIRECTLY RELATED TO PROJECT TAKEOVER

ProWest Lead: WER  
Precon Duration: 6 months  
Meeting Duration: 4 hrs  
Solicitation Duration: 4 wks

Location	Project Executive	Director Preconstruction	Manager Preconstruction	Office Manager Preconstruction	Support Staff Preconstruction	Construction Project Manager	Construction Superintendent	Division 1-14 Estimator/QC Reviewer	Division 15 Estimator/QC Reviewer	Division 16 Estimator/QC Reviewer	Phone Solicitors Preconstruction	SUBTOTAL	TOTAL
Riverside	2	\$180	\$360	4	\$170	\$680	4	\$120	\$480				\$4
Riverside							8	\$120	\$960				\$5
Riverside							4	\$120	\$480				\$4
Riverside							4	\$120	\$480				\$4
Riverside							6	\$120	\$720				\$2
Riverside							4	\$120	\$480				\$
Riverside							4	\$120	\$480				\$
Riverside							6	\$120	\$720				\$3
Riverside							8	\$120	\$960				\$2
Resource Total	6	\$1,080	\$1,080	18	\$1,710	\$3,060	44	\$5,280	\$2,304	16	\$1,680	\$0	\$25,752

Total Hours 223

TOTAL PRECONSTRUCTION SERVICES AS A RESULT OF PROJECT TAKE OVER		
Percentage % of Construction Cost		\$25,752
Monthly Cost		0.172%
		\$4,292.00



4/6/11

Project Name: Public Defender / Probation Department  
Const. Cost / Budget: \$15,000,000  
Architect: just started  
Design Status: just started  
Date of Latest Drawings:

# PROWEST CONSTRUCTORS

ProWest Lead: WER  
Precon Duration: 6 months  
Meeting Duration: 4 hrs  
Solicitation Duration: 4 wks

## BASIC PRECONSTRUCTION FEE/BUDGET SCHEDULE

Location	Project Executive	Director Preconstruction	Manager Preconstruction	Office Manager Preconstruction	Support Staff Preconstruction	Division 1-14 Estimator/QC Reviewer	Division 15 Estimator/QC Reviewer	Division 16 Estimator/QC Reviewer	Phone Solicitors Preconstruction	SUBTOTAL	TOTAL
Riverside	Precon Meetings (Every Week for 2 months then every 2 weeks) Total 15	48	\$180	\$8,640	48	\$170	\$8,160	60	\$120	\$7,200	
Riverside	Precon Schedule	2	\$170	\$340	12	\$120	\$1,440				\$25,496
Riverside	Bid Release Schedule	1	\$170	\$170	8	\$120	\$960				\$1,916
Riverside	Cost Estimate 1 each	4	\$170	\$680	14	\$120	\$1,680				\$1,334
Riverside	Estimate Reconciliation	2	\$180	\$360							\$15,904
Riverside	Value Engineering Session	2	\$180	\$360							\$3,184
Riverside	QC Review	0	\$180	\$0							\$2,004
Riverside	Site Logistics Plan	2	\$180	\$360							\$8,080
Riverside	Master Project Schedule	2	\$180	\$360	4	\$170	\$680	40	\$160	\$6,400	\$3,144
Riverside	Prepare Front End Documents	0	\$180	\$0	8	\$170	\$1,360	16	\$160	\$2,560	\$5,840
Riverside	Bid/Contract Documents (Two Advertisements to Bid (Two Bid Releases))	12	\$180	\$2,160	16	\$170	\$2,720	20	\$150	\$3,000	\$8,680
Riverside	Pre Bid Meeting Bid/Contract	4	\$170	\$680	16	\$170	\$2,720	20	\$150	\$3,000	\$3,792
Riverside	Bidding Outreach	2	\$170	\$340	4	\$120	\$480				\$5,936
Riverside	Bidding Clarifications/Issue	6	\$170	\$1,020	22	\$120	\$2,640	16	\$92	\$1,472	\$796
Riverside	Receive Bids (Two Bid Releases)	0	\$180	\$0	0	\$170	\$0	0	\$92	\$0	\$2,712
Riverside	Analyze Bids (Two Bid Releases)	6	\$180	\$1,080	8	\$170	\$1,360	14	\$120	\$1,680	\$7,912
Riverside	Prepare Executive Summary	4	\$180	\$720	6	\$170	\$1,020	8	\$120	\$960	\$16,588
Riverside	Issue NOI										\$5,676
Riverside	Write Prime Trade Contracts	2	\$180	\$360	6	\$170	\$1,020	20	\$120	\$2,400	\$0
Riverside	Hand over Meeting to Construction Team										\$5,952
Riverside	Resource Total	80	\$14,400	123	\$20,910	320	\$38,400	225	\$20,700	195	\$34,336

TOTAL BASIC PRECONSTRUCTION SERVICES	\$141,590
Percentage % of Construction Cost	0.944%
Monthly Cost	\$23,598.33



1 **AMENDMENT No. 5, TO AGREEMENT**

2 **BETWEEN THE COUNTY OF RIVERSIDE AND HOLT ARCHITECTS, INC.**

3  
4 **THE COUNTY OF RIVERSIDE and HOLT ARCHITECTS, INC** of Rancho Mirage, CA hereby agree to amend  
5 that certain agreement for Architectural Services associated with the Riverside Public Defender/Probation  
6 Building (FM08240003992) approved on May 18, 2010, Agenda Item 3.22 as follows:

7  
8 Section II, Scope of Work, of the Original Agreement, as amended, is hereby amended again to add the  
9 following:

10 "Architect shall further provide services in accordance with the terms of the Fifth Amendment as outlined  
11 and specified in Exhibit A-5 dated August 7, 2015, consisting of eighteen (18) page(s), attached hereto  
12 and incorporated herein, for the purpose of Architect providing extended Architectural Services".

13  
14 Section IV, Architect's Compensation, Paragraph A.1, of the Original Agreement, as amended, is hereby  
15 amended again to add the following:

16 "The County shall pay to the Architect for services performed and expenses incurred in accordance with  
17 the terms of Exhibit A-5 dated August 7, 2015. The total amount of additional compensation paid to  
18 Architect for services under Exhibit A-5 dated August 7, 2015 shall not exceed the sum of \$601,600 for a  
19 new lump sum fee not to exceed a total of \$2,039,495, unless a written amendment to this Agreement is  
20 executed by both parties prior to performance of additional services. The fee for services under Exhibit  
21 A-5 dated August 7, 2015 shall be paid as provided in Section IV.C."

22  
23 Section IV, Architect's Compensation, Paragraph A.4, shall be modified to provide that reimbursable expenses  
24 shall not exceed a total of \$35,330.

25  
26 All other terms and conditions of the agreement shall remain the same and in full force and effect.

27 Remainder of Page Intentionally Left Blank

28 (Signatures on following page)



**COUNTY Approvals**

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

BY:

Marsha L. Victor Dated: 9/3/15

Marsha L. Victor, Principal Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

\_\_\_\_\_ Dated: \_\_\_\_\_

Marion V. Ashley

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

**HOLT ARCHITECTS, INC Approvals**

By:

Timothy M. Holt Dated: 8/10/15

Timothy M. Holt

PRINTED NAME

President

TITLE

Address: 70-225 Hwy, 111, Suite D  
Rancho Mirage, CA 92270



# EXHIBIT "A-5"



Revision #2: August 7, 2015  
Revision #1: July 23, 2015  
Original: April 21, 2015

**Dominick Lombardi, Project Manager**  
County of Riverside Economic Development Agency  
3403 Tenth Street, Riverside, CA 92501

**RE: Amendment #5 – Revision #2**  
Law Offices for the Public Defender + Offices for the Probation Department (LOPD+P)  
4075 Main Street, Riverside, California

Dear Mr. Lombardi:

On behalf of Holt Architecture, I am pleased to provide you with this Proposal for an Amendment to our Professional Service Contract. This Proposal has been developed from shared agreement upon changes to our Scope of Work based upon our meetings, emails, and related conversations to date with County of Riverside Staff and the Construction Management Firm, ProWest, who will deliver the project under a Multiple-Prime Contract Method.

The Compensation for our Services is a not to exceed sum of \$601,608 for services and an additional \$8,900 for Reimbursables. Please refer to the accompanying Worksheet and Scope of Work Documents for additional detail. Reimbursable expenses will be invoiced per the accompanying 2015 Schedule. This Proposal is valid for 60 Calendar Days.

We look forward to continuing to assist you with this Project. Please let me know if you need any additional information.

Sincerely,

**HOLT ARCHITECTURE**

A handwritten signature in dark ink, appearing to read "Thomas Howell", written over a horizontal line.

Thomas Howell, Project Architect

Cc: TH, KMD

Attachments:

- A. Fee Summary
- B. Scope of Work Documents
  - 1. Overall Scope List
  - 2. Curtainwall (Simpson, Gumpertz & Heger)
  - 3. Mechanical, Plumbing & Electrical Engineering (AECOM)
  - 4. Structural Engineering (JCE)
  - 5. Value Engineering (note: prepared by ProWest)
- C. 2015 Hourly Rate & Expense Schedule



# Law Office of the Public Defender

Amendment #5 - Revision #2 - FINAL

8/7/2015

Item	Description	Timeframe	Measure	Holt			Curtain Wall Inventory			JCE			AECOM			Item Totals
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount	
1	Seismic Retrofit Extra Time	April - August	Monthly	5	\$8,000	\$40,000	0	\$0	\$0	1	\$14,600	\$14,600	0	\$0	\$0	\$54,600
2	Transition/Orientation/Coordination from AWI-ACI to ProWest	March - August	Monthly	6	\$6,000	\$36,000	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$36,000
3	Plan Updates	May - TBD	Sum	1	\$139,000	\$139,000	1	\$28,300	\$28,300	1	\$54,380	\$54,380	1	\$76,000	\$76,000	\$297,680
4	Bid Releases	TBD	Sum	1	\$12,000	\$12,000	0	\$0	\$0	1	\$2,000	\$2,000	1	\$2,000	\$2,000	\$16,000
5	Construction Administration + Close-Out	13 Months	Month	13	\$10,000	\$130,000	0	\$0	\$0	1	\$26,000	\$26,000	5	\$2,000	\$10,000	\$166,000
6	Sub-Totals				\$357,000			\$28,300			\$96,980			\$88,000		\$570,280
7	Holt Consultant Mark-Up		10%		-			\$2,830			\$9,698			\$8,800		\$21,328
8	Contingency				\$10,000			\$0			\$0			\$0		\$10,000
9	Consultant Totals				\$367,000			\$31,130			\$106,678			\$96,800		\$601,608
10	Fee Total								\$601,608							
11	Reimbursables		1.48%						\$8,900.00							\$8,900
12	Overall Total								\$610,508							\$610,508



## LOPD+P: HOLT SCOPE LIST for AMENDMENT #5 – REVISION #2 - FINAL

### 1. OVERALL

#### A. Previous Construction Contract Documents: Transfer/Integrate relevant information

1. Instruction Bulletins.
2. RFIs.
3. Submittals.
4. Bid Addenda
5. Change Orders.
6. Curtainwall Inventory - Please refer to Simpson, Gumpertz & Heger Scope List.

#### B. Building Code Standards:

1. Fire Department Conditions of Approval:
  - a. Include update letter for continuance of previous Conditions, which includes new requirement for Radio Amplification System (or DAS as named by PSEC).
  - b. Fire Department: Confirm/modify locations with Fire Department – Backflow, POC's, Hydrants, PIV, FDC, Riser locations, Knox Boxes, Call boxes, Building Signage, etc.; verify provisions with Electrical as pertinent.
2. Other Codes: No Updates required - Maintain 2010 Code, except as noted above for Fire Department requirements.

#### C. General:

Coordinate Scope of Work for Bid Packages in concert with ProWest.

#### D. Project Manual (Specifications):

Update as needed/required to the Scope of Work for Bid Packages in concert with ProWest.

#### E. Other Contract Document:

1. Merge Original + Probation Changes Sets into a new Set for current Scope of Work.
2. Incorporate any As-Built update to plans based upon Laser Scan / BIM Model.
3. Incorporate any remaining Demolition Scope, including any Hazardous Materials scope per Item 1.F.2.

#### F. Reference Documents (Not Contract Documents):

1. Original As-Built Set(s).
2. Hazardous Material Documents: Final Report from work to date, Original Investigation Report.
3. Geotechnical Investigations: Final Report from work to date, Original Investigation Report.
4. Seismic Retrofit Set.
5. Ground Penetrating Reports (GPRs) of 11<sup>th</sup> Street and Alley west of Project.

### 2. SITE WORK

#### A. VALUE ENGINEERING CHANGES:

1. Emergency Generator Enclosure: depict as an Bid Alternate:
  - a. Base Bid: Masonry Walls.
  - b. Alternate: Chain-Link Fence and Bollards for mitigation of vehicular impact.
2. Parking Garage: Limit to installation of a vertical closure panel where the bridge to the Public Defender Building has been removed by others.
3. Landscape/Irrigation: Remove Scope.
4. Sidewalk Improvements around the Building: Remove improvements except where needed for Utility/Fire Department

#### B. RCIT INFRASTRUCTURE BY OWNER:

Coordinate Scope of Work between Owner's (RCIT) separate Civil Consultant for IT infrastructure and Telephone/Cable (if included) Service(s).

#### C. OTHER SITEWORK:

1. Emergency Generator: Assist the Owner with any design related information needed to obtain a Permit(s).



2. Utility Services: Except as already noted above for RCIT Coordinate Scope of Work between Owner and other Service Purveyor, including the Fire Department as required.
3. Fire Department: See Item B.1.b.

### 3. BUILDING

#### A. VALUE ENGINEERING CHANGES:

1. Lighting Fixtures: Coordination/evaluation of order under previous Construction Contract.
2. Shade System: Remove both Horizontal and Vertical Systems from Scope – coordinate any adjustments need to the Documents.
3. Curtain Wall: Coordination of Scope by a Specialty Consultant – see separate Scope for Detail.
4. Finish Material: Coordinate selection of any discontinued product lines during Construction in Concert with the Furniture System provider.
5. Please refer to List prepared by ProWest, approved by Owner.

#### B. NEW SCOPE:

1. Upper Rooftop Improvements:
  - a. Penthouse Modification for New Mechanical Equipment.
  - b. Safety Railing.
  - c. Window Washer system infrastructure (Davits).
2. Building Improvements:
  - a. Modification of north façade for an additional mechanical shaft.
  - b. Repair and/or improvement of existing mechanical shaft.
  - c. Incorporation of any Owner approved recommendations based upon Specialty Consultant review of the Curtain Wall System
3. Lower Rooftop Improvements:
  - a. Safety Railing.
  - b. Additional Mechanical Screens.
4. Elevator: potential changes based upon recommend Manufacturer evaluation.
5. Access Control: incorporate/update Documents for Door Hardware and Elevator.
6. Plan Revisions:
  - a. Office of the Public Defender.
  - b. Probation Department.
  - c. Furniture related.
  - d. RCIT.
  - e. PSEC.

#### C. STRUCTURAL:

1. Please refer to JCE Scope List.

#### D. MECHANICAL/PLUMBING/ELECTRICAL:

1. Please refer to AECOM Scope/Proposal.

#### E. SYSTEMS FURNITURE BY OWNER:

1. Electrical: Check/update requirements – whips, wall circuits, data, etc.
2. Backing: Check/update requirements, if any.
3. Plumbing: Check/update requirements, if any.

#### F. EQUIPMENT BY OWNER: Coordinate requirements.

#### G. LOW-VOLTAGE SYSTEMS BY OWNER: Check/update requirements for:

1. Access Control: Door Hardware & Elevator – coordinate requirements with RCIT.
2. IT Signage at Conference Rooms: coordinate requirements with RCIT.
3. Audio/Visual: Scope as provided by RCIT.
4. Data/Cable/IT: IT Representative change - Need Owner to verify Scope of Work; verify provisions for power and conduits. Verify provisions for power and conduits, including spare conduits.
5. Phone/Paging: IT Representative change - Need Owner to verify Scope of Work; verify provisions for power and conduits. Verify provisions for power and conduits, including spare conduits.
6. CCTV: IT Representative change - Need Owner to verify Scope of Work; verify provisions for power and conduits. Verify provisions for power and conduits, including spare conduits.
7. Security System: Allowance Item - Need Owner to verify Scope of Work; verify provisions for power and conduits, including spare conduits.

\*\*\* END \*\*\*



11 May 2015  
(Revised 24 July 2015)

Mr. Michael Haight  
ProWest Constructors  
22710 Palomar Street  
Wildomar, CA 92595

Re: Curtain Wall Consulting, Riverside Public Defenders' Building Remodel, 4075 Main Street,  
Riverside, CA 92522

Dear Mr. Haight:

We shall be pleased to conduct a survey of existing conditions and an inventory of infill curtain wall window materials, and to consult on the curtain wall installation and detailing at the above-named project. This proposal includes a summary of pertinent background and our proposed scope of services, fee budget, and anticipated staffing.

### Background

A summary of pertinent information from our on-site meeting with you on 30 April 2015 and the Oldcastle curtain wall shop drawings dated 27 March 2014 (latest revision) follows:

- The building is eight stories tall and constructed of reinforced concrete that forms the primary structure and opaque exterior walls.
- The renovation / remodel includes removal and replacement of the existing infill strip windows with new curtain wall windows and replacement of ground-level fenestration with new aluminum storefront windows.
- The building interior has been "gutted," and new reinforced concrete shear walls are being installed.
- The second level and top level roofing / waterproofing are being stripped and replaced.
- Some of the curtain walls have been installed but will need to be removed and reinstalled (if possible) since the previous glazing contractor is no longer on the project.
- The uninstalled curtain wall and storefront materials are stored in various locations on site.

We understand we will be contracted by Holt Architects for our services.

### Scope of Work

You requested that Simpson Gumpertz & Heger Inc. (SGH) submit a proposal for surveying existing conditions pertaining to the fenestration, and conducting an inventory of on-site curtain wall and storefront materials to be used as clarifying information for glazing contractors' bidding to complete the installation. You also requested that we review the present fenestration design and conduct periodic site visits during the installation to check work in progress for conformance to the design intent.



A summary of anticipated tasks to complete this scope of work follows:

- Review and comment on the existing curtain wall and storefront shop drawings, specifications, and architectural drawings.
- Provide a letter report with our comments and recommendations for the curtain wall and storefront installation.
- Conduct an inventory of curtain wall and storefront parts provided to the site. We will report our findings in a tabular format, including information from the original material shipping document (if available). We will document part numbers and length of mullions and note any parts that have been field-modified. We will provide up to three laborers for five days to open boxes, and move and organize materials under our direction. We request that you provide clear, protected (i.e., secure fence with locking gate) floor space adequate for layout and organization of the materials. We have not included re-packaging materials and suggest that you leave materials out for bidding subcontractor survey.

For your use in evaluating subcontractor bids, we will provide a detailed list of material shortfall or overage. Each glazing subcontractor should be required to conduct their own analysis of available and required parts and to report their opinion of discrepancies (if any) in their bid proposal. Our proposal assumes that subcontractors will be responsible for their own takeoff and evaluation of overage and shortfall and cannot use our estimate of shortfall or overage as basis for a change order request.

- Review and comment on revised glazing shop drawing and submittals. We recommend that the selected glazing subcontractor coordinate with Oldcastle and other related subcontractors (e.g., sheet metal and sealant) to submit revised and fully coordinated fenestration shop drawings. Our budget includes one review and one back-check of shop drawings and submittals.
- Attend one preconstruction meeting with ProWest, the Owner, the Architect, and the glazing subcontractor.

### Fee Budget

#### Survey and Inventory Phase

Drawing, Specification, and Shop Drawing Review:	\$ 3,500
Site Visit and Documentation	\$12,500
Laborers to support Site visit and Documentation	\$ 4,800
Spreadsheet Inventory	\$ 6,500
Expenses (Est.)	<u>\$ 1,000</u>
<b>Total</b>	<b>\$28,300</b>

We recommend that you establish a budget of \$28,300 for our fees for the services described above. This is not an upset limit, but we will notify you before exceeding the budgeted amount.

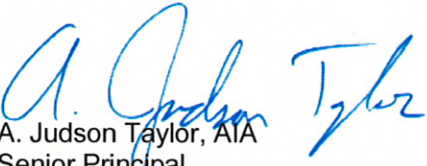
Our fees are computed on an hourly basis as shown on the attached Fee Schedule and Payment Terms. Our charges to you for time spent in court, arbitration, hearings, depositions, or similar proceedings are 1.5 times the listed rates. Travel time is charged at full rates from 8:00 a.m. to 6:00 p.m. and at half rates during other periods. SGH will bill direct expenses at actual cost plus 10%. Direct expenses are out-of-pocket expenses and include, but are not limited to,




subconsultants, travel, outside services, copying, and charges for the use of SGH field and laboratory equipment and specialized computer software.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. If acceptable, please sign and return one copy of this letter.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.

  
A. Judson Taylor, AIA  
Senior Principal  
California License No. C30398 (RA)

  
James McDonald, PE  
Senior Project Manager  
California License No. C58107

Accepted: PROWEST CONSTRUCTORS

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

JAT/cc (072415/LA15-0000556r2-JAT) 0101C15 CP-3  
Encls.



**SIMPSON GUMPERTZ & HEGER INC.  
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$305
Principal	\$285
Associate Principal	\$270
Staff Consultant	\$240 – \$265
Senior Project Manager	\$220 – \$250
Senior Project Supervisor	\$190 – \$235
Senior Staff II	\$175 – \$205
Senior Staff I	\$150 – \$175
Staff IV	\$195 – \$220
Staff III	\$170
Staff II	\$130 – \$140
Staff I	\$125
Technical Aide	\$80
Senior Laboratory Technician	\$110 – \$140
Laboratory Technician	\$95
Senior Graphics Specialist	\$210
Graphics Specialist II	\$140
Graphics Specialist	\$105
Senior Project Drafter	\$140
Senior Drafter	\$125
Drafter	\$105
Non-Technical	\$85 – \$95

Rates are in US dollars. Individuals performing services are billed at the applicable rate(s) stated above. Where ranges of hourly rates are shown for a single title they reflect the varying rates of the particular individuals with that title. SGH will provide specific hourly rates for individuals assigned to the project if requested. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

Invoices will be submitted showing labor (hours worked) by labor category and total expenses.





AECOM  
999 Town and Country Road  
Orange, California 92868  
www.aecom.com

August 3, 2015

Holt Architects  
70-225 Highway 111 Suite D  
Rancho Mirage, CA 92270  
Attn: Mr. Tim Holt

**RE: Riverside County Public Defenders TI – Scope of Work for Additional Services**

Dear Mr. Holt,

We are pleased to provide this proposal and associated fees for the scope of work defined below. The following is a description of the scope of services that AECOM can provide to the project team for the identified scope. Please review for your acceptance of our understood scope of work.

1. Provide engineering services for providing a conformed set of drawings. Scope will include:
  - a. Analysis of the OPR.
  - b. Preliminary selections of all new rooftop HVAC systems, based on Owners desire to not keep the original systems that are currently installed in the penthouse. Preliminary layout of the redesigned, new HVAC equipment including air handling, chillers, boiler and pumps on the roof, including impact on electrical and plumbing and information necessary for the Structural Engineer to evaluate impact. Incorporate the redesigned rooftop mechanical equipment into the drawings as a complete set of construction drawings.
  - c. Analysis of the vertical air distribution from the roof down, serving the floors, based upon the noise criteria in the OPR and pressurization within the building based Code and ASHRAE Standards. Modify existing design and layout based upon the items above for the vertical distribution system for both supply and return from and to the roof.
  - d. Analysis of Design West drawings to ensure calculations and design are adequate.
  - e. Provide a conformed set of Design West drawings of the first and second floor, including mechanical, plumbing, and electrical engineering.
  - f. Incorporate into the drawings the modifications of the independent IT Room cooling to water-cooled system.
    - i. Selections of related equipment.
    - ii. Layout of revised system.





- g. Review of current Controls System Specification by the Owner with written recommendations for any changes to the previous Documents.
- h. Coordinate with Utilities providers for services to the building including relocating of backflow preventer to inside of building.
- i. Coordinate with Utility companies and owner to assist with any energy rebates that are available.
- j. Acoustic Study.
- k. Bid Support
- l. Construction Support

Design Fee: \$83,000

- a. Includes two site visits.
- b. Includes two County meetings.
- c. Includes bid support.

Exclusions:

- a. Does not include structural engineering.
- b. Does not include Permit, Building Department coordination.

2. In addition to the above scope of work, we assume approximately 5% for ODC's.

ODC Fee: \$5000.00

Thank you.

Yours sincerely,

A handwritten signature in blue ink, which appears to read "Richard M. Hansen", is written over the typed name.

Richard M Hansen  
Vice President



# LOPD+P Holt Consultant Scope/Fee - JCE

Amendment #5 - Revision #2 - FINAL  
8/7/2015

Item	Description	Comments	ACI	Documents	Bid	CA	Total
1	Equipment Screens	NEW SCOPE- NEEDS REDESIGN		\$1,800.00			
2	Duct Support	Review Only of D-B Team Package		\$2,280.00			
3	Fire Riser	coordination of location		\$1,920.00			
4	Window Washer	Not paid by previous Contractor		\$15,000.00			
5	Knee Wall	addition to previous work based upon full demolition on the Elevations		\$1,090.00			
6	New Steel framing to support Exterior walls at grid lines 5 & H	NEW SCOPE - This was on Hold until County make a decision on the Elevations		\$2,000.00			
7	New Penthouse Design	NEW SCOPE		\$5,270.00			
8	Curtain Wall	Review Only		\$1,140.00			
9	1st Floor Mechanical	coordination of previous work to new set		\$1,520.00			
10	New 1st floor Mechanical	NEW SCOPE		\$2,000.00			
10	Emergency Generator	coordination of previous work to new set		\$830.00			
11	Metal Studs	Only Check D-B Package		\$3,040.00			
12	Existing Shaft Wall Repair	NEW SCOPE		\$3,000.00			
13	New Exterior Mechanical Chase	NEW SCOPE		\$5,500.00			
14	New Wall Opening at 1st floor between C& 2.5	NEW SCOPE		\$1,500.00			
15	Wall Repair of Bank vault	NEW SCOPE		\$750.00			
16	Infill existing Man door Opening at 1st floor between A & 1.3	NEW SCOPE		\$850.00			
17	Parking Garage closure	NEW SCOPE		\$750.00			
18	Rooftop Safety Railings	NEW SCOPE - 1st + 8th Floor Roofs		\$4,140.00			
19	Slide Bearings	NEW SCOPE - Due to ACI/AWI revisions	\$3,200.00				
20	CA general service	NEW SCOPE - Due to extended time	\$11,400.00				
21	Bid support	NEW SCOPE - Allowance - Not to exceed			\$2,000.00		
22	CA support	NEW SCOPE - Allowance - Not to exceed				\$25,000.00	
23	Close-Out	NEW SCOPE - Allowance - Not to exceed				\$1,000.00	
24	JCE Total		\$14,600.00	\$54,380.00	\$2,000.00	\$26,000.00	\$96,980.00



COST REDUCTION STUDY  
August 3, 2015  
Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
1	Pedestrian Bypass Walkway Wood Cover, Installed	\$93,450				May switch to fence line or sidewalk closure only, subject to City Approval.
2	Pedestrian Bypass Walkway Wood Cover, Demo & Haul	\$26,700				
3	Compensation for City Metered Parking, 27 Spaces	\$40,500				Reduced from 6 months down to 1 month, placed in Infrastructure Scope.
4	Temporary Fencing			\$6,500		7/2/15, Rejected by PD/EDA; additional site fencing will be required at old pedestrian walkway.
5	Add for additional Fencing where Pedestrian Walkway Removed	(\$5,000)				
5	Temporary Electric Service			\$16,000		EDA requested to cover rather than bid to public. 7/2/15, Rejected by PD/EDA.
6	Temporary Water Service			\$9,600		EDA requested to cover rather than bid to public. 7/2/15, Rejected by PD/EDA.
7	Remove Security Guard Service	\$115,200				
8	Clean and Transport Existing Materials	\$20,000		\$10,000		New Address, reduce Estimate by 50%.
9	Change CMU wall at Generator Enclosure to fenced enclosure, (ADD).			(\$1,935)		CMU Enclosure removed from VE List.
10	Survey As-Built on CAD	\$5,000				BIM will handle.
11	Final Clean (1 Time)			\$10,000		Only include one move-on in scope.
12	Clean Exterior Windows (1 Time only)	\$12,000				
13	Demo Exterior Concrete Tile					Zero Value VE Item.
14	Demo Skybridge					Zero Value VE Item.
15	Demo Roof Membrane	\$14,600				Reduced scope by one third based on 2nd level deck membrane already removed.
16	Concrete Sidewalks, Color, Exposed Agg w/ Med Sandblast			\$2,000		Project required to demo 500 sf at Main Entrance due to ADA compliance.
17	Concrete Sidewalks, Integral Color, Bands	\$2,550				
18	Concrete Sidewalks, Integral Color, Field	\$13,005				
19	Sandblast Existing Concrete Sidewalks			\$3,000		Power wash only.
20	Generator Pad, Concrete Apron, 4"			\$4,370		



NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
21	Delete CMU Wall at Generator Pad			\$43,979		If deemed valid VE candidate, can remove later after bid process, only item in Masonry Bid Package and Scope.
22	Delete 4" expansion Joint at Generator Pad to existing Building			\$945		
23	Base Cabinets			\$3,300		Not located in Restrooms.
24	Change out all granite countertops with solid surface countertops			\$10,400		Change to Corian to maintain durability. Leave Granite tops in Main and 8th Level Lobby's only. 7/23 - Impacts architectural design and mods to tile.
25	Wood Paneling, Plastic Laminate	\$10,200				Change to Drywall and Paint. 7/28 - Delete laminate from all areas except 1st Level Main Lobby's and Waiting Rooms.
26	Demo Remaining Existing Roofing	\$10,000				Covered twice in estimate.
27	PVC Thermoplastic Membrane Roof, 1st Floor	\$40,000		\$30,000		Generic Thermoplastic Roofing.
28	PVC Thermoplastic Membrane Roof, 8th Floor & Penthouse	\$10,000		\$10,000		
29	Storefront Doors, 6' x 7', Power Sliders			\$3,000		Remove power sliders, install swing doors, add panic hardware.
30	Revise Curtain Wall Costs			\$158,000		Removed VE Item, AWI SOV totaled \$740K, PW Estimate totaled \$790K, \$50K delta = escalation.
31	Credit for Curtain Wall Materials already delivered to jobsite.	\$100,000				Equals 50% of invoice totals forwarded by EDA, remaining 50% is for Aluminum Shade materials.
32	Remove Type D, 19' x 8' x 1 ea. frosted/clear glass	\$11,000		\$11,375		\$55 * 179 SF = \$9,845 for glazing only, added back in \$\$ for tint film only.
33	Sunshades, Alum, Horizontal, 4 Louvers, 6" Thk, 36" Wide	\$360,000				Delete Sunshades in their entirety.
34	Sunshades, Alum, Vertical, Perforated, 1/4" Thk, 18" Wide	\$250,000				Delete Sunshades in their entirety.
35	Soffit Drops, MS 3 5/8" at 16" o/c	\$30,000				PD request to retain drop soffits at Main Lobby's. 7/28 - Delete all drop soffits at Levels 1 thru 8, except 1st and 8th Level Elevator Lobby's. Include deletion of drop soffits in 1st Level Rooms #154 (Open Office) & #162 (Conference Room). All areas now converted to ACT.
36	Form Barrel Vault Ceiling at 1st Floor Main Lobby			\$2,000		PD request to retain.



COST REDUCTION STUDY

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
37	Form Oval Dome Ceiling at 8th Floor Elevator Lobby			\$2,000		PD request to retain.
38	Light Alcoves & Beams, Straight			\$1,000		PD request to retain.
39	Light Alcoves & Beams, Oval			\$1,000		PD request to retain.
40	Delete Hard lid Ceiling at 8th Level corridors (Sheet A118)	\$6,825				Concept is a wash, ACT same \$6.50 sf cost as hard lid sf cost. 7/28 - Delete hard lid at 8th Level corridors and 1st level Delivery (Room #133); Maintain hard lid at 8th Level Elevator Lobby.
41	Scaffolding (Entire Building Above 1st Floor) For All Trades	\$87,500		\$12,500		Shorten duration of scaffold onsite for 3 months. (Estimate had 8 months).
42	Plaster Skim Coat Curved Walls			\$2,500		PD request to retain.
43	Plaster Coat Barrel Vault Ceiling, 1st Floor Main Lobby			\$4,250		PD request to retain.
44	Plaster Coat Oval Dome Ceiling, 8th Floor Elevator Lobby			\$2,800		PD request to retain.
45	Plaster Skim Coat Oval Light Alcoves			\$450		PD request to retain.
46	Modify Suspended Acoustic Ceiling Tiles from 2x2 to 2x4, include deleting ACT in West Basement.	\$26,000				.50 sf * 47,670 sf = \$23,835. 7/28 - Modify 2' x 2' to be 2' x 4' at all areas, project wide. Delete ACT in West Basement.
47	Delete Perimeter Borders in Carpet	\$4,250		\$27,625		\$1.00 per SF * 4,250 sf = \$4,250.
48	Static Dissipative Tile	\$8,580				Sealed concrete only.
49	Porcelain Tile, Shower Stall, 8' (8th Floor)	\$2,400				
50	Waterproofing at Showers	\$70				
51	Towel Bars	\$150				
52	Corner Guards	\$36,000				
53	Markerboards (Allowance)	\$8,500				Delete all.
54	Shower Curtains & Rods	\$150				
55	Shower Fold Down Benches	\$650				
56	Shower Grab Bar Sets	\$200				
57	TV Mounting Brackets, Wall Mount			\$700		VE if being supplied by RCIT. No, needs to be in scope of work.



COST REDUCTION STUDY  
August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
58	Booster pump, duplex, 5 hp	\$38,000				Already installed.
59	Booster pump, remove	\$2,500				No removal required.
60	Remove all Lavatory Sensors			\$12,211		PD request to retain.
61	Shower, mixing valve/head/receptor drain	\$873				Shower removed from project.
62	Rough-in at shower	\$701				Shower removed from project.
63	Garbage Disposals at Break Rooms			\$1,600		
64	Fire Sprinkler System, Reconfigure	\$30,000				Revised unit pricing.
65	Remove fire pump	\$20,000				No removal required.
66	Prepare, submit & coordinate deferred approval HVAC documents	\$180,000				Pending EDA decision on HVAC D/A.
67	Chiller, 125 tons			\$104,425		2 Chiller Units recommended in SCE OPR.
68	Controls - for HVAC equipment	\$28,500				Revised unit pricing. Pending EDA decision on HVAC D/A.
69	Change Black Steel Pipe & Fittings to Copper	\$14,000				Black steel to copper over 2".
70	Gate & Check Valve Revisions	\$22,000				Reduce grade and type of valves.
71	Type F8 - designer lobby light			\$4,000		Removed at Elevator Lobby's, replaced with either down lights or drop-ins. 7/23 - PD does not want mods made to Lobby's.
72	Type F13 - cove lighting LED strip, 35'			\$6,000		Strip Lighting already on site.
73	Revise electrical equipment pricing based on equipment already delivered to jobsite.	\$50,362				= 60% of \$83,937 from wire invoices provided by EDA. Will Bid as Deductive Alternate. 7/28 - Placed in estimate as "Budget Not In Contract", (BNIC) to keep segregated from electrical estimate.
74	Revise electrical wire unit pricing based on wire already delivered to jobsite.	\$87,900				= 90% of \$97,666 from wire invoices provided by EDA. Will Bid as Deductive Alternate. 7/28 - Placed in estimate as "Budget Not In Contract", (BNIC) to keep segregated from electrical estimate.



**COST REDUCTION STUDY**  
August 3, 2015  
Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
75	Revise pricing for Type F1 and F2 fixtures based on fixtures already delivered to jobsite.	\$78,227				= 60% of \$ 130,379 from lighting invoices provided by EDA. Will Bid as Deductive Alternate. 7/28 - Placed in estimate as "Budget Not In Contract", (BNIC) to keep segregated from electrical estimate.
76	IDF Equipment racks					6/17 - DL confirmed not supplied by RCIT; Zero value VE Item.
77	Cat 6 cabling					6/17 - DL confirmed not supplied by RCIT; Zero value VE Item.
78	48 fiber port patch panel w/modules					6/17 - DL confirmed not supplied by RCIT; Zero value VE Item.
<b>Miscellaneous VE Items:</b>						
79	Delete 1 each entire floor level.			\$1,500,000		7/2/15, Rejected by PD/EDA.
80	Reduce Design Revision Contingency from 4% down to 1/2%.	\$580,924				VE Value based on revised bottom line estimate incorporating VE Items into project.
81	Remove Escalation (through September 2015) in its entirety	\$194,195				VE Value based on revised bottom line estimate incorporating VE Items into project.
82	Add in Smoke Curtains into Estimate	(\$160,000)				Item originally omitted in ProWest Estimate.
<b>HVAC System Change-Out and Roof Work:</b>						
83	Modify building architecture to include additional HVAC air return shaft.					Will be covered under Holt Contract Amendment.
84	Demolition of existing ductwork and Penthouse equipment.	(\$26,000)		(\$30,000)		
85	8th Level Deck structural calcs and unit skids (to spread load).			(\$10,000)		Will be covered under Holt Contract Amendment.
86	Patch, repair, and reconstruct Penthouse.	(\$30,000)				
87	New Air Handler Unit	(\$450,000)				
88	New mechanical screen wall.	(\$18,000)				
89	Additional Construction Labor	(\$137,800)				
**		**	**	**	**	**

Subtotal Cost Reduction Items: **\$1,846,862**      \$0      \$1,975,595      =      **\$3,822,457**

**COST ESTIMATE & COST REDUCTION SUMMARY**

ProWest's Cost Estimate dated 6-5-15: \$17,455,932  
Less Cost Reduction Items: **\$1,846,862**



COST REDUCTION STUDY

August 3, 2015

Note: These values are modifications to ProWest's 100% CD Cost Estimate dated June 5, 2015.

NO.	ITEM / DESCRIPTION	ACCEPTED VALUE	STUDY VALUE	REJECTED VALUE	ACTION	NOTES / COMMENTS
-----	--------------------	-------------------	----------------	-------------------	--------	------------------

Total with Cost Reductions: \$15,609,070

Owners Construction Budget: \$12,000,000

TOTAL OWNERS CONSTRUCTION BUDGET: \$12,000,000

(Over) Under Budget: (\$3,609,070)

OWNERS RECAP

ProWest's Cost Estimate dated 6-5-1, Plus Owner's Budget Allowances: \$18,875,932

Less Cost Reduction Items from above: \$1,846,862

Total with Cost Reductions: \$17,029,070

Includes \$935,000 from Owner's Original Project Allowances (2012) of \$1,123,000

Owners Construction Budget: \$12,000,000

TOTAL OWNERS CONSTRUCTION BUDGET: \$12,000,000

(Over) Under Budget: (\$5,029,070)

Deduct Owner's Original Project Allowances

Landscaping

Access Control

Parking Garage

Window Washing System

CCTV

I.T. Signage

(Over) Under Budget: (\$4,317,070)

Only requires 2 Meeting Scheduler Displays , Training Center and 8th Floor Conf F





## 2015 HOURLY RATE AND EXPENSE SCHEDULE

### HOLT ARCHITECTURE STAFF

Senior Principal	\$190.00
Principal Architect	\$168.00
Project Architect	\$145.00
Project Manager	\$130.00
Designer	\$90.00
CAD Technician	\$80.00
Word Processor	\$60.00
Office Technician/Courier	\$50.00

### CONSULTANTS

Services of outside Consultants for additional services beyond the Basic Services of the Agreement such as Structural Engineer, Mechanical Engineer, Electrical Engineer, Civil Engineer, Soils and Testing Laboratories and Landscape Architect:	Cost + 10%
---	------------

### REIMBURSABLE EXPENSES

Photocopies	\$0.20 - \$2.00 Each
In-House Reproduction	\$4.00 - \$12.00 Each
Computer Plotter	\$4.00 - \$21.00 Each
Vehicle Mileage	\$0.80 Mile
Postage, Reproduction, Special Photography, Printing, etc. performed by Subcontractor, Aerial Photogrammetry, Delivery Service	Cost + 10%

\*Rates Effective through 12/31/2015



SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

PROJECT NO. FM08240003992

RIVERSIDE PUBLIC DEFENDER/  
PROBATION BUILDING PROJECT



BID RELEASE NO. 1  
AUGUST 2015

**PROWEST**  
**CONSTRUCTORS**

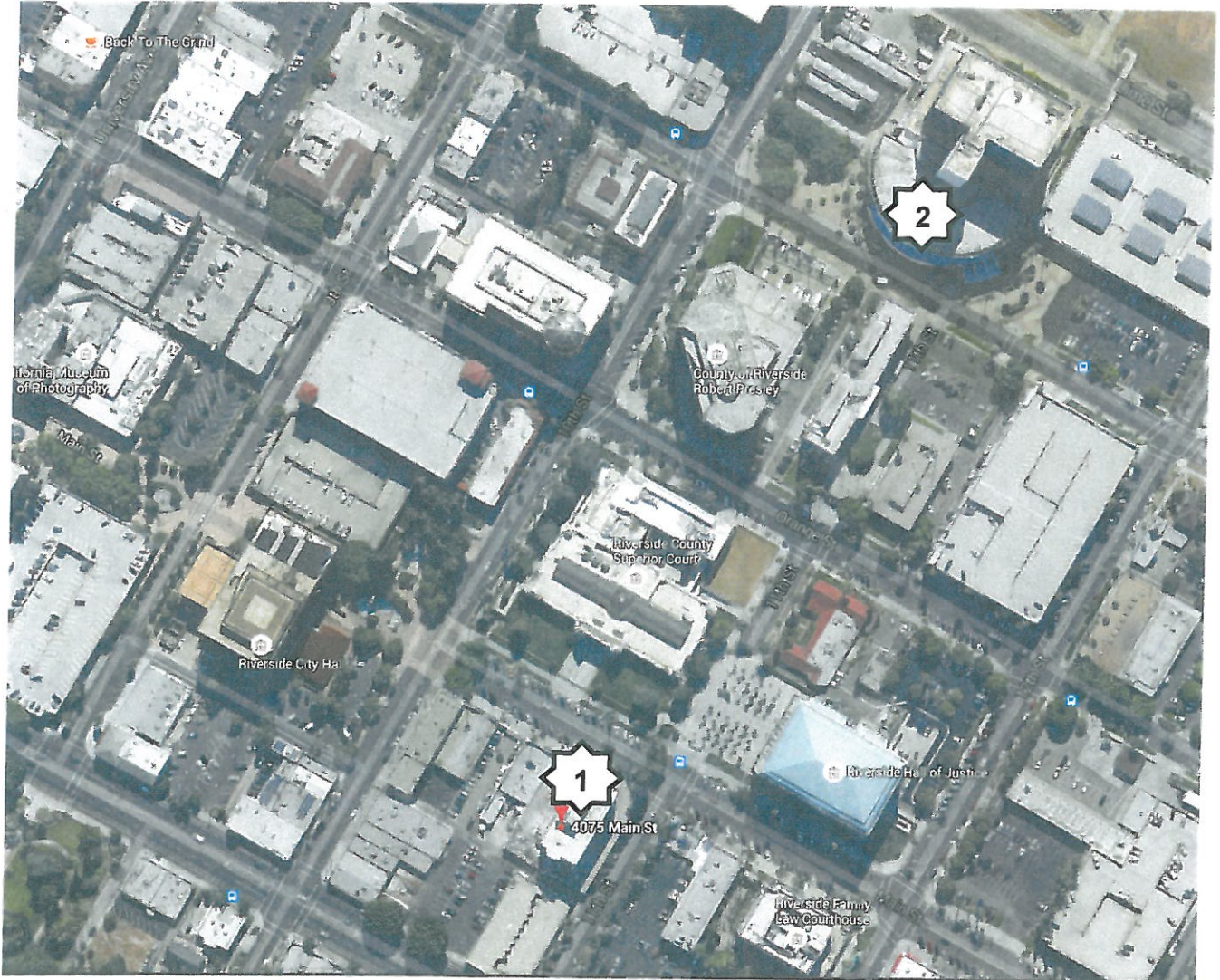
22710 Palomar Street  
Wildomar, CA 92595  
Ph (351) 678-1038  
Fax (951) 678-1083  
Email: carol@prowestpcm.com

VOLUME 1 OF 4  
BID PACKAGES, CONTRACT, REQUIREMENTS,  
AND DIVISION 1 SPECIFICATIONS

FORM APPROVED COUNTY COUNSEL  
BY: Marshall L. Victor 9/22/15  
MARSHALL L. VICTOR DATE



## Bid Submission Map



1. **Project Site** at 4075 Main Street, Riverside CA
2. **Bid Delivery Location** at 4080 Lemon Street, Riverside CA



## TABLE OF CONTENTS

### VOLUME 1 OF 4

#### BID PACKAGES, CONTRACT REQUIREMENTS, AND DIVISION 1 SPECIFICATIONS

##### BID PACKAGES

Cover Page

Map

Construction Documents – Table of Contents

Notice to Bidders Document 00 11 16-1

Project Directory

Instructions to Bidders – Document 00 21 13

Bidding Documents – Unique for each Package

- a. 00 41 13 Bid Form
- b. 00 43 13 Bid Bond on the County's form or other security
- c. 00 43 36 Designated Subcontractor's List
- d. 00 45 19 Non-collusion Declaration
- e. 00 45 26 Workers' Compensation Certification
- f. 00 45 46.01 Prevailing Wage and Related Labor Requirements Certification
- g. 00 45 46.03 Drug-Free Workplace Certification
- h. 00 45 46.05 Hazardous Materials Certification
- i. 00 45 46.07 Imported Materials Certification
- j. 00 45 46.11 Iran Contracting Act Certification
- k. 00 45 46.13 Verification of Contractor and Subcontractors' DIR Registration
- l. Preliminary Prime Trade Contractor Schedule (filtered) (unique for each bid package)

Geotechnical Data Document 00 31 32

Preliminary Master Project Schedule

##### CONTRACT REQUIREMENTS

Agreement

General Conditions

General Conditions Supplemental Conditions

Exhibits Table of Contents

Exhibits

- 1 Certificate of Insurance
- 2 Payment Bond – Document 006113.16
- 3 Performance Bond – Document 006113.13
- 4 Application for Payment
- 5 Cost Proposal
- 6 Field Order
- 7 Change Order
- 8 Conditional Waiver and Release Upon Progress Payment
- 9 Unconditional Waiver and Release Upon Progress Payment
- 10 Conditional Waiver and Release Upon Final Payment
- 11 Unconditional Waiver and Release Upon Final Payment
- 12 Prime Trade Contractor Daily Report
- 13 Company Information
- 14 Utility Service Interruption/Shutdown Request Form



- 15 Dig Notification Request
- 16 Substitution Request Form

List of Drawings

**DIVISION 1 SPECIFICATIONS**

- 011000 Summary of Work
- 011200 Scopes of Work

Bid Release #1

- .01 General Trades Package
- .03 Selective Demolition
- .04 Voice / Data Infrastructure Improvement
- .26 Fire Protection
- 011900 Surveying & Layout
- 012300 Additive Alternates
- 012500 Contract Modification Procedures
- 012613 Requests for Information (RFI)
- 012910 Applications and Certificates for Payment
- 013113 Project Coordination
- 013315 Deferred Approval Process
- 013119 Project Meetings
- 013216 Prime Trade Contractor Schedule
- 013300 Submittal Procedures
- 013523 Owner Safety Requirements
- 014224 References
- 014339 Mockups
- 014500 Quality Control
- 015200 Temporary Facilities and Controls
- 015350 Protection of Installed Work
- 015600 Temporary Control
- 015630 Storm Water Pollution Prevention Plan
- 015650 Hazardous Materials
- 015700 Traffic Control
- 016000 Product Requirements (with Substitution Request Form)
- 016600 Transportation and Handling
- 017223 Field Engineering
- 017329 Cutting and Patching
- 017413 Final Cleaning
- 017419 Construction Waste Management
- 017419.1 Waste Disposal and Diversion Reporting Form
- 017419.2 Waste Material Disposition Summaries
- 017500 Starting of Systems
- 017550 Testing, Adjusting & Balancing Systems
- 017700 Closeout Procedures
- 017823 Operation and Maintenance Data
- 017836 Guarantees, Warranties, Bonds, Service & Maintenance Contracts
- 017839 Project Record Documents
- 017900 Systems Demonstration
- 018113 LEED Requirements
- 019113 General Commissioning Requirements



*End of Volume 1 of 4*

**VOLUME 2 OF 4**

**DIVISION 2-13 SPECIFICATIONS**

Table of Contents

**Division 2 – Site Work**

02070	Selective Demolition and Reconstruction
02082	Asbestos Abatement
02151	Shoring of Existing Structure
02220	Excavating, Backfilling, and Compacting
02510	Asphalt Concrete Paving
02550	Site Concrete Work
02825	Chain Link Fence
02940	Automatic Irrigation System
02950	Landscape & Planting
02980	90-Day Maintenance

**Division 3 – Concrete**

03100	Concrete Forming
03200	Concrete Reinforcement
03250	Epoxy-Set Dowels and Expansion Anchors
03300	Cast-In-Place Concrete
03345	Concrete Finishing
03360	Shotcrete

**Division 4 – Masonry**

04220	Concrete Block Masonry
04413	Granite Surfacing

**Division 5 – Metals**

05049	Supporting from Structure
05120	Structural Steel
05415	Cold-Formed Framing
05720	Metal Railings

**Division 6 – Wood, Plastics & Composites**

06200	Finish Carpentry
06410	Custom Casework
06600	Plastic Surfacing Materials
06625	Ballistic Resistant Fiberglass Panels

**Division 7 - Thermal and Moisture Protection**

07210	Thermal Insulation
07240	Exterior Building Expansion Joint
07500	Adhered Feltback PVC Thermoplastic Membrane Roofing
07600	Flashing and Sheet Metal
07840	Fire Stopping
07900	Caulking and Sealant



**Division 8 – Opening**

08100	Metals Doors and Frames
08120	Interior Aluminum Door Frames
08200	Wood Doors and Frames
08460	Automatic Sliding Door
08500	Interior Aluminum Windows
08710	Finish Hardware
08800	Glazing
08911	Exterior Glazed Aluminum Curtain Wall System

**Division 9 – Finishes**

09200	Lath and Plaster
09250	Gypsum Board Systems
09300	Tilework
09510	Acoustical Ceiling Systems
09650	Resilient Flooring
09680	Carpet
09720	Wall Covering
09900	Interior Painting
09900.1	Exterior Painting

**Division 10 - Specialties**

10120	Tack Boards
10165	Plastic Laminated Toilet Partitions
10200	Louvers
10400	Identifying devices
10520	Fire Protection Specialties
10800	Toilet and Bath Accessories

**Division 11 – Equipment**

11027	Knox Boxes
11450	Residential Appliances

**Division 12 – Furnishings**

12500	Manual Roller Shades
-------	----------------------

**Division 13 - Special Construction**

13070	Bullet-Resistant Baffle Design Transaction Barriers
13071	Bullet-Resistant Transaction Drawer

**Division 14 - Conveying Equipment NOT USED**

**Division 15 NOT USED**

**Division 16 NOT USED**

**Division 17 NOT USED**

**Division 18 NOT USED**

**Division 19 NOT USED**

**Division 20 NOT USED**

**ELEVATOR CONTAINMENT SYSTEM**

083483	Elevator Door Smoke Containment System
--------	--

***End of Volume 2 of 4***



## **VOLUME 3 OF 4**

### **DIVISION 21-33 SPECIFICATIONS**

#### Table of Contents

##### **Division 21 – Fire Protection**

210517	Sleeves and Sleeve Seals for Fire-Suppression Piping
211200	Fire-Suppression Standpipes
211313	Wet-Pipe Sprinkler Systems
213900	Controllers for Fire-Pump Drivers

##### **Division 22 – Plumbing**

220523	General-Duty Valves for Plumbing Piping
220529	Hangers and Supports for Plumbing Piping and Equipment
220553	Identification for Plumbing Piping and Equipment
220719	Plumbing Piping Insulation
221116	Domestic Water Piping
221119	Domestic Water Piping Specialties
221316	Sanitary Waste and Vent Piping
221319	Sanitary Waste Piping Specialties

##### **Division 23 – Mechanical**

230517	Sleeves and Sleeve Seals for HVAC Piping
230593	Testing, Adjusting, and Balancing for HVAC
230713	Duct Insulation
230719	HVAC Piping Insulation
230900	Instrumentation and Control for HVAC
231123	Facility Natural-Gas Piping
232113	Hydronic Piping
232123	Hydronic Pumps
232300	Refrigerant Piping
233113	Metal Ducts
233300	Air Duct Accessories
233423	HVAC Power Ventilators
233600	Air Terminal Units
233713	Diffusers, Registers, and Grilles
235100	Breechings, Chimneys, and Stacks
235216	Condensing Boilers
238126	Split-System Air-Conditioners

##### **Division 24 – NOT USED**

##### **Division 25**

250000	Facility Management and Control System (FMCS)
--------	---

##### **Division 26 – Electrical**

260500	Common Work Results for Electrical
--------	------------------------------------



260519	Low-Voltage Electrical Power Conductors and Cables
260523	Control-Voltage Electrical Power Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceways and Boxes for Electrical Systems
260548	Vibration and Seismic Controls for Electrical Systems
260553	Identification for Electrical Systems
260573	Over-Current Protective Device Coordination Study
262200	Low Voltage Transformers
262413	Switchboards
262416	Panelboards
262716	Electrical Cabinets and Enclosures
262726	Wiring Devices
262813	Fuses
262816	Enclosed Switches and Circuit Breakers
262913	Enclosed Controllers
263213	Engine Generators
263353	Static Uninterruptible Power Supply
263600	Transfer Switches
265100	Interior Lighting

**Division 27 – Information Technology**

270000	Common Communications Requirements
270110	In-Building Telecommunications Pathway System for Voice, Data and Video Communications Cabling
270526	Telecommunications Grounding and Bonding Backbone Systems
270534	Telecommunications Underground Spaces and Pathway System
270545	Distributed Antenna System

**Division 28 – Electronic Safety & Security**

280513	Conductors and Cables for Electronic Safety & Security
283111	Digital, Addressable Fire-Alarm System

**Division 29 NOT USED**

**Division 30 NOT USED**

**Division 31 – Earthwork**

310513	Soils for Earthwork
312316	Excavation
312317	Trenching
312323	Fill

**Division 32 – Exterior Improvements**

321123	Aggregate Base Courses
321216	Asphalt Paving
321313	Concrete Paving
321723	Pavement Markings

**Division 33 – Utilities**

330131	Manhole Grade Adjustment
330524	Utility Horizontal Directional Drilling



**Divisions 34 – 48 NOT USED**

*End of Volume 3 of 4*

**VOLUME 4 OF 4**

Table of Contents

**GEOTECHNICAL REPORT  
PHOTO BOOK**

*End of Volume 4 of 4*



### **NOTICE TO BIDDERS**

The **County of Riverside** ("County") will receive sealed bids for **Bid No. FM08240003992, Public Defender/Probation Office Project** no later than **2:00 PM on July 18, 2015**, at **4080 Lemon Street, Riverside, CA 92501**. The Project consists of the renovation of the existing 11,000 sf 8 story building with a basement. The seismic upgrade project is being done by owner now, and will be complete before this project will start. This project is located at 4075 Main Street, Riverside, CA 92501. The building was originally constructed in the 1960's and is a poured in place concrete structure. The building is currently unoccupied. This project consists of two major scopes of work. The first phase of work is an entire seismic upgrade to the existing structure. The second phase of the work is the complete build out of the building which will consist of office and lobby space for both the Public Defender office as well as the Probation Department. Deferred approvals are required for the Fire Alarm, HVAC and Fire Sprinkler systems as well as an Exterior Aluminum Shade Screen system.

The deferred approval for the Glass Aluminum and Sunshades has been completed. The small portion of the curtain wall system that has been installed was done so without proper inspection and will need to be removed and re-installed.

There are two elevators that provide access to all floors. The existing elevators are to remain and will receive cosmetic upgrades to the interior of the elevators only.

Construction to include all required coordination with City of Riverside and Southern California Edison for Point of Connection tie-ins for utilities.

The project is being constructed using Multiple Prime Trade Contractors, totaling approximately 29 unique Bid Packages, with each Prime Trade Contractor executing a direct Contract with the Owner. For bids totaling \$25,000 or greater, contractors must provide a 10% Bid Bond at time of bid and a 100% Payment and Performance Bond upon receipt of contract. The Construction Manager will provide full time, on-site Construction Management, including coordination and scheduling for the entire project, as further described in the bid and contract documents ("County Documents"). Bidders shall review the County Documents for more complete information regarding the Project and submission of bids. The architect's/engineer's construction cost estimate for this Project, including alternates, is \$17,600,000.

Availability of Bid Documents: Bid Documents are available via ISQFT by contacting ProWest Constructors at 951-678-1038 or available online at: Bidders shall submit all documents for bidding as provided for in the Instruction to Bidders. **Bidders viewing plans online are responsible for contacting Carol Frias at bid@prowestpcm.com (951) 678-1038 and requesting to be included on the Planholders List.** Bid sets are available for viewing in the Construction Manager's office. **Bidders are responsible for confirmation that they have viewed all addenda prior to the bid deadline and will be required to acknowledge addenda on their bid form.**

A **non-mandatory** pre-bid meeting and job walk for prime contractors will be held on July 28, 2015, and on July 30, 2015, at **10:00 AM**, at the County, **4075 Main Street, Riverside, CA 92501**. The deadline to submit a request for information is August 10, 2015. RFI's may be submitted to [bid@prowestpcm.com](mailto:bid@prowestpcm.com).

Bids must be submitted to the County on the County's bid forms. **All bids must be addressed, sealed in an envelope, and received by the County no later than the Bid Deadline.** All bids will be publicly opened immediately after the Bid Deadline. Bids received



after the Bid Deadline shall be rejected. County reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Bids shall be valid for **sixty (60) days** after the Bid Deadline. Bids must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the County in an amount not less than ten percent (10%) of the submitted total bid price. The successful bidder will be required to furnish a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the total bid price in the manner described in the County Documents. Bidders shall comply with California Public Contract Code Section 4108 with respect to subcontractor bond requirements.

Bidders shall possess one or more of the following California Contractor's license(s) at the time of the bid opening in order to perform the work:

Bid Package	Category #	Description	License
	01	General Trades	A or B
	03	Selective Demolition	B or C
	04	Voice/Data Infrastructure Improvements	A or B
	26	Fire Protection	C

**Bid Form.** If Alternates are included in the Bidding Documents, then a Bid amount for each and every such Alternate shall be included in the spaces provided in the Bid Form for that purpose. If the Bidder determines that the Alternate does not affect the amount of its Base Bid, then the Bidder shall enter "No Change" in the Bid Form.

**Basis for Award.** Where the Bidding Documents include Alternates; the lowest Bid price shall be the lowest Base Bid price.

This Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. County has obtained the general prevailing rates, which will be on file with the County's Construction Manager and will be available to any interested party.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless registered and qualified to perform public work pursuant to Labor Code section 1725.5.

The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.

**COUNTY OF RIVERSIDE**

By: *Dominick Lombardi*  
~~Rebecca McCray~~, Economic Development Agency,

Published: August 19, 2015



## PROJECT DIRECTORY

Project Number: FM 08240003992  
Project Name: Public Defender/Probation Office Building Project  
Project Address: 4075 Main Street  
Riverside, CA 92501  
Owner: Economic Development Agency of Riverside County.  
Owner's Representative: Riverside County Economic Development Agency  
Contact: Dominick Lombardi  
3403 Tenth Street, Suite 400  
Riverside, CA 92507  
TEL: 951-955-4889 FAX: 951-232-9268  
dlombardi@rivcoeda.org  
Construction Manager: ProWest Constructors  
22710 Palomar Street  
Wildomar, CA 92595  
Bidding Contact: Carol Frias  
TEL: 951-678-1038 FAX: 951-678-1083  
bid@prowestpcm.com

**All bidding inquiries shall be directed only to Construction Manager.**

Owner's Architect: Holt Architects, Inc.  
Contact: Tim Holt, AIA, NCARD – Principle Architect  
70225 Highway 111, Suite D  
Rancho Mirage, CA 92270  
TEL: 760-328-5280 FAX: 760-328-5281  
tholt@holtarchitects.net

Owner's Consultants: STRUCTURAL ENGINEER  
JCE Structural Engineering Group  
Contact: Juan Carlos Esquivel, MS, SE, LEED AP – President & CEO  
234 Colorado Boulevard, Suite 725  
Pasadena, CA 91101  
TEL: 626-585-1882 FAX: 626-585-1824  
jc@jcesegroup.com

MECHANICAL ENGINEER  
AECOM  
Contact: Bill Neal  
999 Town & County Road  
Orange, CA 92868  
TEL: 714-567-2483 FAX: 714-567-2760  
william.neal@aecom.com

ELECTRICAL ENGINEER  
AECOM  
Contact: Cyril A. Davies, PE



999 Town & County Road  
Orange, CA 92868  
TEL: 714-567-2483  
cyril.davis@aecom.com  
PLUMBING ENGINEER  
AECOM

FAX: 714-567-2760

Contact: Bill Neal  
999 Town & County Road  
Orange, CA 92868  
TEL: 714-567-2483  
william.neal@aecom.com

FAX: 714-567-2760



### **INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

County of Riverside ("County") will evaluate information submitted by the apparent low bidder and, if incomplete or unsatisfactory to County, Bidder's bid may be rejected at the sole discretion of County.

1. Bids are requested for a prime construction contract, or work described in general, for the following project ("Project"):

**FM08240003992, Riverside Public Defender/Probation Building Project**

2. County will receive sealed Bids from bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and all other required County forms. Bids not submitted on the County's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form in the following order:
  - a. 00 41 13 Bid Form
  - b. 00 43 13 Bid Bond on the County's form or other security
  - c. 00 43 36 Designated Subcontractor's List
  - d. 00 45 19 Non-collusion Declaration
  - e. 00 45 26 Workers' Compensation Certification
  - f. 00 45 46.01 Prevailing Wage and Related Labor Requirements Certification
  - g. 00 45 46.03 Drug-Free Workplace Certification
  - h. 00 45 46.05 Hazardous Materials Certification
  - i. 00 45 46.07 Imported Materials Certification
  - j. 00 45 46.11 Iran Contracting Act Certification
  - k. 00 45 46.13 Verification of Contractor and Subcontractors' DIR Registration
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to County, or a Bid Bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by County (Document 004313 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. If Bidder to whom the Project is awarded fails or neglects to enter into a written agreement ("Agreement") and submit required bonds, insurance certificates, and all other required documents, within **TEN (10)** calendar days after the date of the Notice of Award, County may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by County as liquidated damages for failure of Bidder to enter into the Agreement, in the sole discretion of County. It is agreed that calculation of damages County may suffer as a result of Bidder's failure to enter into the Agreement would be extremely difficult and impractical to determine and



- that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in the Bid being deemed non-responsive and the Bid will not be considered.
    - a. Bidder must designate the name, address, license number and trade of ALL listed Subcontractors with the Bid Proposal. The listed Subcontractors' DIR registration number and the value of their trades or portions of the work must be submitted to the County within 24 hours after the public opening and reading of the Bids. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.
    - b. There is no requirement for prequalification of Subcontractor on this project.
  8. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. County will transmit to all prospective Bidders of record such Addenda as County in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the County as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
  9. Bidders shall submit the Non-collusion Declaration with their Bids. Bids submitted without the Non-collusion Declaration shall be deemed non-responsive and will not be considered.
  10. County reserves the right to reject any Bid containing erasures or deletions. Erasures, Inconsistent or Illegible Bids will not be accepted. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the County determines that any bid is unintelligible, inconsistent, or ambiguous, the County may reject such bid as not being responsive to the Notice Inviting Bids.
  11. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form or other County-provided document.
  12. The Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the County, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are available upon



request at the County's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

13. **[Reserved]**
14. In accordance with the provisions of California Public Contract Code §3300, the County requires that Bidders possess, at the time of submission of a Bid Proposal, at the time of award of a Contract for a Bid Package and at all times during the Work, the following classifications(s) of California Contractors License for each Bid Package, as set forth below. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the County that the Bidder awarded the Contract is properly and duly licensed to perform the Work. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law.
15. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to County that Bidder has fully completed the following:
  - a. Bidder has visited the Site, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
  - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
  - d. Bidder has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the County is acceptable to Bidder;
  - e. Bidder has made a complete disclosure in writing to the County of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the County or other officer or employee of the County presently has or will have in the Agreement or in the performance thereof or in any portion of the profits thereof;



- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder under the Agreement is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, County only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, expressed or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on County-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. County is not responsible for the completeness of such information for bidding or construction; nor is County responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the County responsible for subsurface conditions that are not specifically shown (for example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
  - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.



16. Bidders may examine any available "as-built" drawings of previous work by giving County reasonable advance notice. County will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
17. All questions about the meaning or intent of the Contract Documents are to be directed in writing through the Construction Manager. Interpretations or clarifications considered necessary by the County in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the County as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
18. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the County.
19. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the County.
20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The County is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the County has not approved. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Project must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
  - a. County must receive any request for substitution a minimum of **TEN (10)** calendar days prior to bid opening.
  - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
  - c. Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
21. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
  - a. Mark envelopes with the name of the Project.



- b. Bids must be submitted to the **4080 Lemon Street, Riverside, CA 92501**, by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
- 22. Bids will be opened at or after the time indicated for receipt of bids.
- 23. The Agreement may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the County's option and under terms established in the Agreement and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
- 24. The County shall award the Project, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the County shall select the Bidder to whom to award the Project by lot.
- 25. Time for Completion: County may issue a Notice to Proceed within **ONE (1)** months from the date of the Notice of Award. Once Bidder has received the Notice to Proceed, Bidder shall complete the Work within the period of time indicated in the Contract Documents.
  - a. In the event that the County desires to postpone issuing the Notice to Proceed beyond this one (1) month period, it is expressly understood that with reasonable notice to the Bidder, the County may postpone issuing the Notice to Proceed.
  - b. It is further expressly understood by Bidder that Bidder shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a one (1) month period. If the Bidder believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Bidder, the Bidder may terminate the Agreement. Bidder's termination due to a postponement beyond this three (3) month period shall be by written notice to County within **TEN (10)** calendar days after receipt by Bidder of County's notice of postponement.
  - c. It is further understood by the Bidder that in the event that Bidder terminates the Agreement as a result of postponement by the County, the County shall only be obligated to pay Bidder for the Work that Bidder had performed at the time of notification of postponement and which the County had in writing authorized Bidder to perform prior to issuing a Notice to Proceed.
  - d. Should the Bidder terminate the Agreement as a result of a notice of postponement, County shall have the authority to award the Agreement to the next lowest responsive responsible bidder.
- 26. The Bidder to whom the Project is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to reject the bid as non-responsive.
  - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
  - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.



- d. Payment Bond (100%) (Bidder's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - e. Insurance Certificates and Endorsements as required.
  - f. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification. Disabled Veterans' Business Enterprise Participation Certification.
  - h. Drug-Free Workplace Certification.
  - i. **[RESERVED]**
  - j. Hazardous Materials Certification.
  - k. **[RESERVED]**
  - l. Imported Materials Certification.
  - m. Iran Contracting Act Certification.
27. Bid Protests: Any bid protest by any bidder regarding any other bid received must be submitted in writing to the County's Project Manager before 4:30 p.m. within three (3) business days following bid opening, provided that each and all of the following are complied with:
- a. Only a bidder who has actually submitted a bid, and who could be awarded a contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder.
  - b. The written bid protest shall set forth, in detail, all grounds for the bid protest, including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming with the foregoing shall be rejected by the County as invalid. Materials or information submitted after the bid protest deadline will not be considered.
  - c. The bidder's protest must refer to the specific portions of all documents that form the basis for the protest.
  - d. The bidder's protest must include the legal name, address, and license number of the company submitting the bid protest, as well as the telephone number, fax number, and email address of the person representing the protesting party.
  - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the bidder's protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award of contract depending upon the outcome of the protest.
  - f. Provided that a bid protest is filed in strict conformity with the foregoing, the Project Manager for the County or designee shall review and evaluate the basis of the bid protest. The Project Manager or designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest.



- g. A bidder may appeal the decision of the Project Manager for the County or designee to the Project Manager for the County within three (3) business days of notification thereof. The bidder's appeal shall conform to the requirements as noted in Items a through e above. Any appeal not conforming with the foregoing shall be rejected by the County as invalid.
  - h. Provided that a bidder's appeal to the County's decision is filed in strict conformity with the foregoing, the County shall review and evaluate the basis for the bidder's appeal. The County shall provide the bidder submitting the appeal a written statement concurring with or rescinding the County's determination of the bidder's bid protest, which shall be a final determination of the County.
  - i. The procedure and time limits set forth in this procedure are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code claim or legal proceedings.
  - j. The rendition of written statements by the County to adopt, modify, or reject the disposition of the bid protest or appeals reflected in such written statements shall be the expressed conditions precedent to the County of any legal or equitable proceedings relative to the bidding process, the County's award of a contract, the County's disposition of any bid protest, or the County's decision to reject all bids. In the event that any such legal or equitable proceedings are instituted and the County is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
28. County reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if County believes that it would not be in the best interest of the County to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
30. Prior to the award of the Project, County reserves the right to consider the responsibility of the Bidder. County may conduct investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time.
- 31. [RESERVED]**
32. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the



Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

33. This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the County or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The County reserves the right to withhold contract payments if the County is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the County. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the County, by the County's labor compliance program.
34. Bidders shall submit the Verification of Contractor and Subcontractors' DIR Registration Form with their Bids, and Bids submitted without this Form shall be deemed non-responsive and will not be considered.

**END OF DOCUMENT**



FORM 00 41 13-01

BID FORM

TO: GOVERNING BOARD OF THE COUNTY OF RIVERSIDE

FOR: PROJECT NO. FM08240003992  
COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

**GENERAL TRADES PACKAGE – 01**

AUGUST 2015  
RIVERSIDE PUBLIC DEFENDER/PROBATION BUILDING PROJECT

BID TO: ECONOMIC DEVELOPMENT AGENCY  
4080 LEMON STREET  
RIVERSIDE, CA 92501

FOR THE FOLLOWING WORK: **GENERAL TRADES PACKAGE AND ASSOCIATED WORK AS  
DEFINED IN SECTION 011200.01  
SCOPE OF WORK – GENERAL TRADES PACKAGE**

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. FM08240003992, Riverside Public Defender/Probation Building Project** and will accept in full payment for that Work the following total lump sum amount, all taxes and mark up included:

BID FROM: \_\_\_\_\_  
(Name of Firm Submitting Bid)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date Bid Submitted)



Note: The Bidder confirms that it has checked all the above figures and understands that neither the County nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Bid Form.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it has the appropriate active Contractor's license required by the State of California; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 30 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to Owner the Agreement in triplicate and furnish to Owner all items required by the Bidding Documents. If awarded the contract, Bidder agrees to schedule and execute the Work in accordance with the Master Project Schedule to be developed, maintained and updated by the Construction Manager. Bidder agrees to fully complete the Work within the Contract Time.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from Owner's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Bidder includes in the LUMP SUM BASE BID the following allowance:

\$15,000.00 for ALLOWANCE NO. 1 General Trades Package:

Include an allowance of fifteen thousand dollars (\$15,000.00) for additional work associated with this trade required during the progress of the work.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the County, and agrees that its Bid, if accepted by the County, will be the basis for the Bidder to enter into a contract with the County in accordance with the intent of the Contract Documents.



2. The undersigned has notified the County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the Supplemental General Conditions and Agreement is hereby acknowledged.
5. The undersigned acknowledges that [five percent (5%)] retention is required for this Project.
6. It is understood that the County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of thirty (30) days.
7. The following documents are attached hereto and in the following order:
  - a. 00 41 13 Bid Form
  - b. 00 43 13 Bid Bond on the County's form or other security
  - c. 00 43 36 Designated Subcontractor's List
  - d. 00 45 19 Non-collusion Declaration
  - e. 00 45 26 Workers' Compensation Certification
  - f. 00 45 46.01 Prevailing Wage and Related Labor Requirements Certification
  - g. 00 45 46.03 Drug-Free Workplace Certification
  - h. 00 45 46.05 Hazardous Materials Certification
  - i. 00 45 46.07 Imported Materials Certification
  - j. 00 45 46.11 Iran Contracting Act Certification
  - k. 00 45 46.13 Verification of Contractor and Subcontractors' DIR Registration
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.



11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
13. The undersigned Bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

#### 6.0 SELECTION OF APPARENT LOW BIDDER

To determine the low Bidder, Owner will calculate for each bidder an amount which will equal the sum of the Lump Sum Base Bid (Item 4.0 above).

#### 7.0 ALTERNATES

NOT USED.

#### 8.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity	Name	Subcontractor		
		CA State Contractors License No.	CA State Contractors DIR No.	Location (City)

(Note: Add additional pages if required.)



9.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

NOT USED.

10.0 LIABILITY INSURANCE LIMITS

Bidder includes the minimum liability insurance limits as defined for his specific Bid Package in the General Conditions.

11.0 SCOPE OF WORK

Bidder includes the Scope of Work as defined in Section 011200.01 – General Trades Package.

12.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

\_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws of the State of \_\_\_\_\_.

NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS, IF A PARTNERSHIP:

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

NAME OF PRESIDENT OF THE CORPORATION:

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

NAME OF SECRETARY OF THE CORPORATION:

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



CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Name of Licensee)

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE  
CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR  
MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractors State License Board  
Post Office Box 26000  
Sacramento, California 9582

13.0 BIDDER QUALIFICATIONS

NOT USED.

14.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid security in the form of \_\_\_\_\_  
(Bid Bond or Certified Check)  
(Not required for Lump Sum Base Bid amounts of \$25,000 or less)

15.0 DECLARATION

I, \_\_\_\_\_ (Printed name), hereby declare that I am the  
\_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of bidder)  
submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all  
information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true,  
accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was  
subscribed at: \_\_\_\_\_ (Location and city),  
County of \_\_\_\_\_, State of \_\_\_\_\_, on  
\_\_\_\_\_ (Date).

\_\_\_\_\_  
(Signature)



DOCUMENT 00 43 13

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

**FM08240003992, Riverside Public Defender/Probation Building Project**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ as Principal ("Principal"),  
and \_\_\_\_\_ as Surety ("Surety"),  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to do business as a surety in the State of California, are held and firmly bound  
unto the County of Riverside ("County") of Riverside County, State of California as Oblige, in  
the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to  
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid  
to the County for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner  
required under the Contract Documents, after the prescribed forms are presented to Principal  
for signature, enters into a written contract ("Agreement"), in the prescribed form in  
accordance with the bid, and files two bonds, one guaranteeing faithful performance and the  
other guaranteeing payment for labor and materials as required by law, and meets all other  
conditions to the contract between the Principal and the Oblige becoming effective, or if the  
Principal shall fully reimburse and save harmless the Oblige from any damage sustained by the  
Oblige through failure of the Principal to enter into the Agreement and to file the required  
performance and labor and material bonds, and to meet all other conditions to the Agreement  
between the Principal and the Oblige becoming effective, then this obligation shall be null and  
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum  
stated above shall be due immediately if Principal fails to execute the Agreement within ten  
(10) days of the date of the County's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Agreement or the call for bids, or to the work to be  
performed thereunder, or the specifications accompanying the same, shall in any way affect its  
obligation under this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or  
to the specifications.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the  
Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorneys'  
fee to be fixed by the Court.



If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within thirty (30) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for thirty (30) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**



DOCUMENT 00 43 36

**DESIGNATED SUBCONTRACTORS LIST**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITHIN 24 HOURS OF BID

**PROJECT: Bid No. FM08240003992, Riverside Public Defender/Probation Building Project**

**Bidder Qualifications:**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Bidder shall have twenty four (24) hours to submit the expanded subcontractor list after the public opening of the bid pursuant to Public Contract Code section 4104.



<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	



<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

**\* This information must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the County receives this information in a timely manner. The County is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the County, the County's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities, or other differences in any subsequent Designated Subcontractors List submitted by the bidder.**



DOCUMENT 00 45 19

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
Public Contract Code Section 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid ("Bidder").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 26

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992 between the County of Riverside ("County") and \_\_\_\_\_ ("Bidder") Riverside Public Defender/Probation Building Project ("Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any Work under this Project.)

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.01

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992 between County of Riverside ("County") and  
Defender/Probation Building Project ("Project") ("Bidder") Riverside Public

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date:

Proper Name of Bidder:

Signature:

Print Name:

Title:

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.03

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992 between \_\_\_\_\_ the County of Riverside ("County") and \_\_\_\_\_ ("Bidder")  
Riverside Public Defender/Probation Building Project ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.



I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:

\_\_\_\_\_

Proper Name of Bidder:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.05

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992, Riverside Public Defender/Probation Building Project ("Project") between County of Riverside ("County") and \_\_\_\_\_ ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.07

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992, Riverside Public Defender/Probation Building Project ("Project") between County of Riverside ("County") and \_\_\_\_\_ ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer  
☐ Wholesaler ☐ Broker ☐ Retailer  
☐ Distributor ☐ Other \_\_\_\_\_

Type of Entity ☐ Corporation ☐ General Partnership  
☐ Limited Partnership ☐ Limited Liability Company  
☐ Sole Proprietorship ☐ Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.11

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208) (If Applicable)**

PROJECT/CONTRACT NO.: FM08240003992 between County of Riverside ("County") and \_\_\_\_\_ ("Contractor" or "Bidder").  
("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the County, the Bidder 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 vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - THIS PROJECT IS LESS THAN \$1,000,000. THIS CERTIFICATION IS N/A.**

**OPTION #2 - CERTIFICATION**

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

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

**OPTION #3 - EXEMPTION**

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

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



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

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



00 45 46.13

**VERIFICATION OF CONTRACTOR AND  
SUBCONTRACTORS' DIR REGISTRATION**

I am the \_\_\_\_\_ of ("Bidder") \_\_\_\_\_ submitting the  
(Title/Position) (Bidder Name)

accompanying Bid for the work described as Riverside Public Defender/Probation Building Project.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder's DIR Registration is June 30, 20\_\_\_\_\_.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the County with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.



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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, typed or printed)

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



**PRELIMINARY PRIME TRADE CONTRACTOR**

**SCHEDULE**

**GENERAL TRADES**

**PLACE HOLDER**



FORM 00 41 13-03

BID FORM

To: GOVERNING BOARD OF THE COUNTY OF RIVERSIDE

FOR: PROJECT NO. FM 08240003992  
COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY

**SELECTIVE DEMOLITION – 03**

AUGUST 2015  
RIVERSIDE PUBLIC DEFENDER/PROBATION BUILDING PROJECT

BID TO: ECONOMIC DEVELOPMENT AGENCY  
4080 LEMON STREET  
RIVERSIDE, CA 92501

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. FM08240003992, Riverside Public Defender/Probation Building Project** and will accept in full payment for that Work the following total lump sum amount, all taxes and mark up included:

FOR THE FOLLOWING WORK: **SELECTIVE DEMOLITION AND ASSOCIATED WORK AS  
DEFINED IN SECTION 011200.03  
SCOPE OF WORK – SELECTIVE DEMOLITION**

BID FROM: \_\_\_\_\_  
(Name of Firm Submitting Bid)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date Bid Submitted)



Note: The Bidder confirms that it has checked all the above figures and understands that neither the County nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Bid Form.

### 1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it has the appropriate active Contractor's license required by the State of California; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 30 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to Owner the Agreement in triplicate and furnish to Owner all items required by the Bidding Documents. If awarded the contract, Bidder agrees to schedule and execute the Work in accordance with the Master Project Schedule to be developed, maintained and updated by the Construction Manager. Bidder agrees to fully complete the Work within the Contract Time.

### 2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from Owner's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

### 3.0 NOT USED

### 4.0 LUMP SUM BASE BID

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Bidder includes in the LUMP SUM BASE BID the following allowance:

\$6,000.00 for ALLOWANCE NO. 1 General Trades Package:

Include an allowance of six thousand dollars (\$6,000.00) for additional work associated with this trade required during the progress of the work.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the County, and agrees that its Bid, if accepted by the County, will be the basis for the Bidder to enter into a contract with the County in accordance with the intent of the Contract Documents.



2. The undersigned has notified the County in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the Supplemental General Conditions and Agreement is hereby acknowledged.
5. The undersigned acknowledges that [five percent (5%)] retention is required for this Project.
6. It is understood that the County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of thirty (30) days.
7. The following documents are attached hereto and in the following order:
  - a. 00 41 13 Bid Form
  - b. 00 43 13 Bid Bond on the County's form or other security
  - c. 00 43 36 Designated Subcontractor's List
  - d. 00 45 19 Non-collusion Declaration
  - e. 00 45 26 Workers' Compensation Certification
  - f. 00 45 46.01 Prevailing Wage and Related Labor Requirements Certification
  - g. 00 45 46.03 Drug-Free Workplace Certification
  - h. 00 45 46.05 Hazardous Materials Certification
  - i. 00 45 46.07 Imported Materials Certification
  - j. 00 45 46.11 Iran Contracting Act Certification
  - k. 00 45 46.13 Verification of Contractor and Subcontractors' DIR Registration
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.



11. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
12. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
13. The undersigned Bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

#### 6.0 SELECTION OF APPARENT LOW BIDDER

To determine the low Bidder, Owner will calculate for each bidder an amount which will equal the sum of the Lump Sum Base Bid (Item 4.0 above).

#### 7.0 ALTERNATES

NOT USED.

#### 8.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity	Name	Subcontractor		
		CA State Contractors License No.	CA State Contractors DIR No.	Location (City)

(Note: Add additional pages if required.)



9.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

NOT USED.

10.0 LIABILITY INSURANCE LIMITS

Bidder includes the minimum liability insurance limits as defined for his specific Bid Package in the General Conditions.

11.0 SCOPE OF WORK

Bidder includes the Scope of Work as defined in Section 011200.03 – Selective Demolition.

12.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

\_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws of the State of \_\_\_\_\_.

NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS, IF A PARTNERSHIP:

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

NAME OF PRESIDENT OF THE CORPORATION:

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

NAME OF SECRETARY OF THE CORPORATION:

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



CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Name of Licensee)

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractors State License Board  
Post Office Box 26000  
Sacramento, California 95826

13.0 BIDDER QUALIFICATIONS

NOT USED.

14.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid security in the form of \_\_\_\_\_  
(Bid Bond or Certified Check)  
(Not required for Lump Sum Base Bid amounts of \$25,000 or less)

15.0 DECLARATION

I, \_\_\_\_\_ (Printed name), hereby declare that I am the  
\_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of bidder) submitting  
this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at: \_\_\_\_\_ (Location and city),  
County of \_\_\_\_\_, State of \_\_\_\_\_, on  
\_\_\_\_\_ (Date).

\_\_\_\_\_  
(Signature)



DOCUMENT 00 43 13

**BID BOND**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

**FM08240003992, Riverside Public Defender/Probation Building Project**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ as Principal ("Principal"),  
and \_\_\_\_\_ as Surety ("Surety"),  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to do business as a surety in the State of California, are held and firmly bound  
unto the County of Riverside ("County") of Riverside County, State of California as Obligee, in  
the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to  
be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid  
to the County for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner  
required under the Contract Documents, after the prescribed forms are presented to Principal  
for signature, enters into a written contract ("Agreement"), in the prescribed form in  
accordance with the bid, and files two bonds, one guaranteeing faithful performance and the  
other guaranteeing payment for labor and materials as required by law, and meets all other  
conditions to the contract between the Principal and the Obligee becoming effective, or if the  
Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the  
Obligee through failure of the Principal to enter into the Agreement and to file the required  
performance and labor and material bonds, and to meet all other conditions to the Agreement  
between the Principal and the Obligee becoming effective, then this obligation shall be null and  
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum  
stated above shall be due immediately if Principal fails to execute the Agreement within ten  
(10) days of the date of the County's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the Agreement or the call for bids, or to the work to be  
performed thereunder, or the specifications accompanying the same, shall in any way affect its  
obligation under this bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Agreement or the call for bids, or to the work, or  
to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the  
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys'  
fee to be fixed by the Court.



If the County awards the bid, the security of unsuccessful bidder(s) shall be returned within thirty (30) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for thirty (30) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

(Affix Corporate Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**



DOCUMENT 00 43 36

**DESIGNATED SUBCONTRACTORS LIST**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITHIN 24 HOURS OF BID

**PROJECT: Bid No. FM08240003992, Riverside Public Defender/Probation Building Project**

**Bidder Qualifications:** Bidders wishing to bid as a prime contractor and/or work on selected trades on this Project must have been previously pre-qualified by the County of Riverside in one or more of the following categories:

Please refer to 00 21 13-Instructions to Bidder for a complete list of prequalified trades. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Bidder shall have twenty four (24) hours to submit the expanded subcontractor list after the public opening of the bid pursuant to Public Contract Code section 4104.



<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	



<b>Subcontractor Name:</b>	<b>Location:</b>
Portion of Work:	
Contractor's License No.:	
Bid Amount*:	
DIR Registration No.*:	
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

**\* This information must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the County receives this information in a timely manner. The County is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the County, the County's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities, or other differences in any subsequent Designated Subcontractors List submitted by the bidder.**



DOCUMENT 00 45 19

**NON-COLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
Public Contract Code Section 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid ("Bidder").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 26

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992 between the County of Riverside ("County") and \_\_\_\_\_ ("Bidder") Riverside Public Defender/Probation Building Project ("Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any Work under this Project.)

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.01

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992 between County of Riverside ("County") and \_\_\_\_\_ ("Bidder") Riverside Public Defender/Probation Building Project ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.03

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992 between \_\_\_\_\_ the County of Riverside ("County") and \_\_\_\_\_ ("Bidder")  
Riverside Public Defender/Probation Building Project ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.



I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.05

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992, Riverside Public Defender/Probation Building Project ("Project") between County of Riverside ("County") and \_\_\_\_\_ ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.07

**IMPORTED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO.: FM08240003992, Riverside Public Defender/Probation Building Project ("Project") between County of Riverside ("County") and \_\_\_\_\_ ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer  
☐ Wholesaler ☐ Broker ☐ Retailer  
☐ Distributor ☐ Other \_\_\_\_\_

Type of Entity ☐ Corporation ☐ General Partnership  
☐ Limited Partnership ☐ Limited Liability Company  
☐ Sole Proprietorship ☐ Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TO BE SUBMITTED WITH BID**



DOCUMENT 00 45 46.11

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208) (If Applicable)**

PROJECT/CONTRACT NO.: FM08240003992 between County of Riverside ("County") and \_\_\_\_\_ ("Contractor" or "Bidder")  
("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the County, the Bidder 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 vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - THIS PROJECT IS LESS THAN \$1,000,000. THIS CERTIFICATION IS N/A.**

**OPTION #2 - CERTIFICATION**

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

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

**OPTION #3 - EXEMPTION**

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

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



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

**END OF DOCUMENT**

**TO BE SUBMITTED WITH BID**



00 45 46.13

**VERIFICATION OF CONTRACTOR AND  
SUBCONTRACTORS' DIR REGISTRATION**

I am the \_\_\_\_\_ of ("Bidder") \_\_\_\_\_ submitting the  
(Title/Position) (Bidder Name)  
accompanying Bid for the work described as Riverside Public Defender/Probation Building Project.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Bidder's DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder's DIR Registration is June 30, 20\_\_\_\_\_.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the County with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.
7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.