

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

829



**SUBMITTAL DATE:**  
September 12, 2013

**FROM:** Economic Development Agency

**SUBJECT:** Mecca Comfort Station Memorandum of Understanding

**RECOMMENDED MOTION:** The Board of Supervisors:

1. Approve the attached Memorandum of Understanding between Riverside County Department of Public Social Services and the County of Riverside Economic Development Agency;
2. Authorize the Assistant County Executive Officer/EDA, or his designee, to execute the attached Memorandum of Understanding on behalf of the County of Riverside Economic Development Agency;

(Continued)

*Susan Loew*

*Robert Field*

Susan Loew  
Director of Public Social Services

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 106,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 106,500	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

**COMPANION ITEM ON BOARD AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Riverside County Department of Public Social Services General Fund	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** September 24, 2013  
**xc:** EDA, Auditor, DPSS

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

(Comp. Item 3-28)

Prev. Agn. Ref.: 3.13 of 5/24/11

District: 4/4

Agenda Number: **3-24**

ATTACHMENTS FILED

FISCAL PROCEDURES APPROVED  
 PAUL LANGUO, CPA, AUDITOR-CONTROLLER  
 BY: *[Signature]* 9/11/13  
 Lisette Rose  
 Department Concurrence  
 DATE: 9/3/13  
 FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]*  
 ANNIET SAHAR

Policy  
 Policy  
 Consent  
 Consent  
 Dept's Recomm.:  
 Per Exec. Ofc.:

0913 215 11 6W 5: 12

RECEIVED BY EXECUTIVE COUNCIL

**RECOMMENDED MOTION: (Continued)**

3. Authorize the Director of Public Social Services, or her designee, to execute the attached Memorandum of Understanding on behalf of the Department of Public Social Services; and
4. Authorize the Assistant County Executive Officer/EDA, and the Director of Public Social Services or their designees to implement the attached Memorandum of Understanding and sign any relevant documents necessary to implement the Memorandum of Understanding.

**BACKGROUND:**

On May 24, 2011, the Board of Supervisors approved a Professional Services Agreement (Services Agreement) by and between the County of Riverside (County) and Desert Alliance for Community Improvement (DACE) in order to meet conditions agreed to by the County pursuant to a Voluntary Compliance Agreement (Compliance Agreement) entered into by the County in May, 2000. One of the conditions of the Compliance Agreement required that the County provide restroom, shower, laundry and adequate parking facilities, for the benefit of migrant farm workers in the eastern Coachella Valley.

The Services Agreement has since expired and DACE and the County wish to enter into a new professional services agreement (Professional Services Agreement) for the purpose of having DACE continue to provide uninterrupted restroom, shower, laundry facilities, transportation services and parking facilities.

DACE currently owns property, described as approximately 12 acres located at the southeast corner of Avenue 68 and Hammond Road within the Riverside County unincorporated community of Mecca, and referred to as 92125 Ave 68, Mecca, California (Site). Pursuant to the original Services Agreement with the County, DACE is currently using the area at the most northwest corner of the Site to provide the temporary shower, restroom and parking facilities.

Under the terms of the new Professional Services Agreement, DACE will continue to provide similar, uninterrupted facilities and services. DACE and County agree that this same Site will continue to house the existing facilities and services described in the new Professional Services Agreement.

The Riverside County Department of Public Social Services ("DPSS") desires to provide the funding necessary to finance the new Professional Services Agreement in the amount of \$106,500 for a term of 12 months ending 9/30/2014. As such, a Memorandum of Understanding (MOU) has been prepared to facilitate and summarize conditions to pay for the uninterrupted restroom, shower, laundry and parking facilities as outlined in the Professional Services Agreement by and between DPSS, and the County of Riverside Economic Development Agency (EDA).

County Counsel has reviewed and approved the Memorandum of Understanding as to form.

**FINANCIAL DATA: (Commences on Page 3)**

**FINANCIAL DATA:**

The source of funds that will be utilized to fund this activity is being contributed by Riverside County's Department of Public Social Services. Riverside County has budgeted this expense in the FY 2013/14 budget.

Attachment:  
Memorandum of Understanding

**Riverside County Department of Public Social Services**  
 Contracts Administration Unit  
 10281 Kidd Street  
 Riverside, CA 92503

MEMORANDUM OF UNDERSTANDING: AA-02715  
 AGENCY: Riverside County Economic Development Agency  
 AGREEMENT TERM: July 1, 2013 - June 30, 2014  
 MAXIMUM REIMBURSABLE AMOUNT: \$106,500.00

**WHEREAS**, the Department of Public Social Services, hereinafter referred to as DPSS, desires to enter into a Memorandum of Understanding (MOU) with Riverside County acting by and through its Economic Development Agency, hereinafter referred to as EDA, to provide Funding for Mecca Comfort Station service(s).

**WHEREAS**, Riverside County EDA is qualified to disburse Funding for Mecca Comfort Station service(s):

**WHEREAS**, DPSS desires Riverside County EDA to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and Riverside County EDA;

**NOW THEREFORE**, DPSS and Riverside County EDA do hereby covenant and agree that Riverside County EDA shall provide said services in accordance with the terms and conditions contained herein of this Memorandum of Understanding.

Authorized Signature for DPSS	Authorized Signature for EDA
Printed Name of Person Signing: Susan Loew	Printed Name of Person Signing: Robert Field
Title: Director, DPSS	Title: Assistant County Executive Officer/EDA
Address: 4060 County Circle Dr. Riverside, CA 92503	Address: 3403 10 <sup>th</sup> Street, Riverside, CA 92501
Date Signed:	Date Signed:

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## List of Exhibits

Exhibit A- DPSS Form 2076A

Exhibit B- DPSS Journal Entry Worksheet

## AGREEMENT TERMS AND CONDITIONS

## I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this MOU.
- B. "EDA" refers to the County of Riverside and its Economic Development Agency, which has administrative responsibility for the operation of the Mecca Comfort Station.

## II. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Riverside County EDA.
- B. DPSS may monitor the performance of the Riverside County EDA in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor performance through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and self-monitoring.

## III. RIVERSIDE COUNTY EDA RESPONSIBILITIES

## A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Riverside County EDA and DPSS.
2. The funds received from DPSS shall be used by EDA to contract with Desert Alliance Community Empowerment, hereinafter referred to as DACE, so that DACE will provide services at the Mecca Comfort Station, located at the southeast corner of Avenue 68 and Hammond Road within the Riverside County unincorporated community of Mecca, referred to as Avenue 68 and Hammond Road, in the unincorporated area of Mecca, California (the "Property").
3. Services to be provided by DACE include uninterrupted restroom, shower, laundry facilities, transportation services and parking facilities.
4. EDA, through DACE, is to provide said services to the otherwise homeless migrant farm working population of the Eastern Coachella Valley and in and around the Riverside County unincorporated community of Mecca.
5. All facilities and services will be open and available to the general public starting on May 1 of each year and progressing through and closing on July 30 of each year (Summer Season). All facilities and services will be open and available again to the general public starting on November 1 of each year and progressing through and closing on March 30 (Winter Season) of each subsequent year.
6. Services and facilities will be available Monday through Sunday, with operating hours on Monday-Friday from 2 p.m. to 8 p.m. and on Saturday and Sunday from 12 noon to 6 p.m.
7. At least one (1) DACE staff person will be on site during all times that the facilities are open to the public.
8. First aid supplies, including sunscreen, band aids and other hygienic supplies will be available free of charge.

## 2. COMPLIANCE WITH RULES, REGULATIONS AND DIRECTIVES

Riverside County Economic Development Agency shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

## V. GENERAL

### A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2013 to June 30, 2014.

### B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS: Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

Agency: Riverside County Economic Development Agency  
Assistant CEO/EDA  
3403 10<sup>th</sup> Street  
Riverside, CA 92501

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

Department of Public Social Services  
Fiscal/Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

### C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

### D. DISPUTES

Except as otherwise provided in this MOU, any dispute concerning a question of fact arising under this MOU, which is not disposed by this MOU, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

1. Phase 1  
This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between the DPSS liaison and Riverside County Economic Development Agency liaison using the MOU and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.
2. Phase 2  
This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Assistant Director of DPSS and/or his/her designee(s) and the Director of Riverside County Economic Development Agency or designee. This incident must be written as a note to file.
3. Phase 3  
This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of Riverside County Economic Development Agency and the Director of DPSS.

#### E. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

#### F. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

#### G. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein.





DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.  
[see method, time, and schedule/condition of payments].  
(Please type or print information on all DPSS Forms.)

DPSS 2076A  
CONTRACTOR PAYMENT REQUEST

"Remit to Name"  
The legal name of your agency.

"Address"  
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"  
Business name, if different than legal name (if not leave blank).

"Contract Number"  
Can be found on the first page of your contract.

"Amount Requested"  
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"  
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."  
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)  
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

County of Riverside - Journal Entry Form

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Department/Special District: \_\_\_\_\_ Mail Stop # \_\_\_\_\_



**AO AUDITOR  
CONTROLLER**  
COUNTY OF RIVERSIDE

1	FUND	DEPT	PROGRAM	DESCRIPTION	DEBIT (-)	CREDIT (-)
2	FUND	DEPT	PROGRAM	DESCRIPTION	DEBIT (-)	CREDIT (-)
3	FUND	DEPT	PROGRAM	DESCRIPTION	DEBIT (-)	CREDIT (-)
4	FUND	DEPT	PROGRAM	DESCRIPTION	DEBIT (-)	CREDIT (-)
5	FUND	DEPT	PROGRAM	DESCRIPTION	DEBIT (-)	CREDIT (-)

Total Debits (DR)	Total Credits (CR)
-	-

Enter Cash debits:	
Enter Cash credits:	

(Total Cash debits should equal total Cash credits)

Department Head Approval \_\_\_\_\_ Date \_\_\_\_\_

Journal Number \_\_\_\_\_ Journal Date (if different) \_\_\_\_\_





OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

September 23, 2013

THE PRESS ENTERPRISE  
ATTN: LEGALS  
PO BOX 792  
RIVERSIDE, CA 92501

FAX (951) 368-9225  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

**RE: NOTICE INVITING BIDS: East County Detention Center Site Preparation & Demolition Project**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

**WEDNESDAY – SEPTEMBER 25, 2013**  
**WEDNESDAY – OCTOBER 2, 2013**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

---

**From:** mtinajero@pe.com on behalf of Master, PEC Legals <legalsmaster@pe.com>  
**Sent:** Monday, September 23, 2013 3:30 PM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: Bids for East Co. Detention Ctr. Site  
**Attachments:** 0001135182.pdf

Proof with cost for your review/records is attached.

Thank You!



Publisher of The Press-Enterprise  
*Inland Southern California's News Leader*

**Legal Advertising**

**Phone:** 1.800.880.0345

**Fax:** 951.368.9018

**E-mail:** [legals@pe.com](mailto:legals@pe.com)

**Please Note:** Deadline is 10:30 AM two (2) business days prior to the date you would like to publish.

**\*\*Additional days required for larger ad sizes\*\***

On Mon, Sep 23, 2013 at 2:04 PM, Gil, Cecilia <[CCGIL@rcbos.org](mailto:CCGIL@rcbos.org)> wrote:

For publication on Sept. 25 and Oct. 2, please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant

Clerk of the Board

951-955-8464

MS# 1010



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

September 23, 2013

THE DESERT SUN  
ATTN: LEGALS  
PO BOX 2734  
PALM SPRINGS, CA 92263

FAX (760) 778-4731  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: East County Detention Center Site Preparation & Demolition Project**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

**WEDNESDAY – SEPTEMBER 25, 2013**  
**WEDNESDAY – OCTOBER 2, 2013**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

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**From:** Moeller, Charlene <CMOELLER@palmspri.gannett.com>  
**Sent:** Monday, September 23, 2013 2:08 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Bids East Co. Detention Ctr. Site Prep



Ad received and will publish on date(s) requested.

**Charlene Moeller** | Media Sales Legal Notice Coordinator

The Desert Sun Media Group  
750 N. Gene Autry Trail, Palm Springs, CA 92262  
t 760.778.4578 | f 760.778.4731  
[legals@thedesertsun.com](mailto:legals@thedesertsun.com) / [dpwlegals@thedesertsun.com](http://dpwlegals@thedesertsun.com)

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**From:** Gil, Cecilia [<mailto:CCGIL@rcbos.org>]  
**Sent:** Monday, September 23, 2013 2:05 PM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: Bids East Co. Detention Ctr. Site Prep

For publication on Sept. 25 and Oct. 2, please confirm. THANK YOU!

*Cecilia Gil*  
Board Assistant  
Clerk of the Board  
951-955-8464  
MS# 1010



## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

### SITE PREPARATION AND DEMOLITION FOR THE EAST COUNTY DETENTION CENTER

Project No.: FM08110005546

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the **Bid Closing Deadline of 2:30 p.m. on Thursday, 10/24/2013** to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

Beginning 9/23/2013 and through 10/6/2013, a preliminary set of the Bidding Documents (approximately 95% complete) will be available online (for viewing only) at A&I Reprographics' website by registering with A&I Reprographics and visiting <http://dfs.aandirepro.com>. A hardcopy of this preliminary set of the Bidding Documents may also be viewed in person at **A&I Reprographics' office at 898 Via Lata, Suite L, Colton, CA 92324, Phone: 909-514-0704**, at their above-referenced address, Mon. – Fri., between the hours of 8:00 a.m. and 5:00 p.m.

On and after 10/7/2013, and up to twenty four (24) hours prior to the Bid Closing Deadline, copies of the complete Bidding Documents will be available to Bidders for purchase and pick-up by Bidders at, or for mailing to Bidders upon written request by Bidders submitted to, **A&I Reprographics, at 898 Via Lata, Suite L, Colton, CA 92324; Phone: 909-514-0704; Website: <http://dfs.aandirepro.com>**. A nonrefundable fee will be charged for each set of Plans and Specifications furnished to Bidders. Bidding Documents may also be viewed in person at A&I Reprographics' office at their above-referenced address, Mon. – Fri., between the hours of 8:00 a.m. and 5:00 p.m. or online between the hours of 8:00 a.m. and 5:00 p.m. on A&I Reprographics' website at <http://dfs.aandirepro.com>.

A mandatory Pre-Bid Conference will be conducted **on Thursday, 10/10/2013**, commencing promptly at **10:30 a.m., at 82675 Highway 111, Indio, CA, 92201. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by **email at [rbaluyot@rivcoeda.org](mailto:rbaluyot@rivcoeda.org)** at least three (3) business days prior to the Pre-Bid Conference. Deadline to submit pre-bid RFIs is 10/17/2013.

The Bidder receiving the Award by the County is required:

- (1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;
- (2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): class B license; and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws for the classification(s) of work to be performed; and
- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

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

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Economic Development Agency, 3403 10<sup>th</sup> St., Riverside, CA 92501.

Dated: September 23, 2013

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant