

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 6/18/15
 Department of County Counsel

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



FROM: Economic Development Agency

SUBMITTAL DATE:
 June 18, 2015

SUBJECT: Riverside Mental Health Crisis Service Center – Approval of Pre-Qualification Package for Prime Contractors and Approval of Plans and Specifications for Demolition, District 1, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Economic Development Agency (EDA) to issue the attached Prime Contractors Bid Pre-Qualification Package for the purpose of establishing a list of Pre-Qualified Contractors for formal bids;
2. Approve and adopt the attached Contractors Bid Pre-Qualification Package, including the statement on system of rating bidders;
3. Approve the plans and specifications for the demolition of the existing buildings located at 9890 County Farm Road, Riverside, California to make way for the construction of the new Riverside Mental Health (MH) Crisis Service Center buildings in their place and authorize the Clerk of the Board to advertise for bids; and

(Continued)

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: June 30, 2015
 xc: EDA, COBcg

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: 3-12 of 5/12/15; 3-14 of 9/23/14; 3-40 of 6/17/14

District: 1

Agenda Number:

3-16

☐ A-30 ☐ Positions Added ☐ Change Order
☐ 4/5 Vote

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

Economic Development Agency

FORM 11: Riverside Mental Health Crisis Service Center – Approval of Pre-Qualification Package for Prime Contractors and Approval of Plans and Specifications for Demolition, District 1, [\$0]

DATE: June 18, 2015

PAGE: 2 of 2

RECOMMENDED MOTION: (Continued)

4. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND:

Summary

On September 23, 2014, the Board of Supervisors approved the professional services agreement for architectural services between the County of Riverside and Lee, Burkhardt, Liu, Inc., now Perkins Eastman Architects, for the Riverside MH Crisis Service Center project.

On May 12, 2015, the Board of Supervisors approved a contract with Tilden-Coil Constructors, Inc. to provide construction management multi-prime (CMMP) services for the project. As part of the CMMP, Tilden-Coil and EDA are in the process of advertising a Pre-Qualification of Prime Contractors for formal bids for the Riverside MH Crisis Service Center project. This process will result in a list of pre-qualified prime contractors for various trades that will be utilized for the MH Crisis Center project. The contractor's formal bid pre-qualification status will remain current one year from the time the contractor is deemed qualified. EDA seeks to utilize the various pre-qualified contractors for other county projects that are constructed through the design-bid-build delivery process.

It is recommended that the Board approve the Contractor's Formal Bid Pre-Qualification Package Instructions. Following a review of the pre-qualifications and the completion of the initial review process, EDA will return to the Board under separate cover to establish the Pre-Qualified Prime Contractor list for approval. These firms would be invited to submit bids for the construction projects for the county for up to one year following pre-qualification.

The demolition plans and specifications for the project are now complete; therefore EDA requests approval to solicit bids to demolish the three existing buildings to make way for the new Riverside MH Crisis Service Center. EDA will return to the Board under separate cover to approve the project budget and execute any project related agreements.

Impact on Citizens and Businesses

The Riverside MH Crisis Service Center project will provide a positive impact to the community by providing crucial crisis mental health services. These services are a component of the department's system of care aimed at improving the health and safety of consumers and the community. Approval of the pre-qualification of prime contractors will position the county to expedite the construction of various county wide projects by hiring responsible and responsive contractors with experience in the selected trades.

Attachments:

Specifications for the Mental Health Facility Demolition
Contractors Bid Pre-Qualification Package Instructions

**COUNTY OF RIVERSIDE
CONTRACTOR'S FORMAL BID PREQUALIFICATION PACKAGE INSTRUCTIONS**

REQUEST FOR PREQUALIFICATION OF CONTRACTORS FOR FORMAL BIDS Each contractor wishing to bid as a prime contractor for projects for the County of Riverside ("County") requiring formal sealed bids must fully complete this questionnaire and provide all materials requested herein. The contractor's formal bid prequalification status will remain current one year from the time Contractor is found qualified.

The following trade licenses are required to be prequalified prior to submitting a sealed bid for a project as a prime bidder.

License Required	Trade Description
A	General Engineering
B	General Contractor
B	Rough Carpentry/Wood Framing
C2	Acoustical and/or Insulation
C6	Casework
C8	Concrete
C9	Metal Stud/Drywall
C7 or C10	Low Voltage / Audio Visual
C10	Electrical
C13	Fencing/Gates
C15	Flooring
C16	Fire Sprinklers
C17	Glazing
C20	Mechanical (HVAC)
C21 and/or C22	Demolition/Hazardous Material Abatement
C27	Landscaping and Irrigation
C28 or D28	Doors/Frames/Hardware
C29	Masonry
C33	Painting
C35	Plaster
C36	Building Plumbing
A or C36	Site Utilities
C39	Roofing
C43	Sheet Metal
C51	Structural/Misc. Steel
C54	Ceramic Tile

The County reserves the right to update a contractor's rating based on subsequently learned information. Contractors whose rating changes are sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a prequalification rating. The contractor will receive advance notice from the County of upcoming projects for which it has been deemed prequalified to bid. The Contractor may choose to formally bid any or all of the projects for which it is prequalified.

Answers to questions contained in the Contractor's Prequalification Package attached to these Instructions are required, including a complete statement of contractor's financial ability and experience in performing public construction projects. The County reserves the right to check other sources available.

While the County intends to use the formal bid prequalification process to assist in determining contractor qualifications prior to formal bid, neither the fact of prequalification, nor any prequalification rating, will preclude the County from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Submitted formal bids will determine the lowest responsive and responsible bidder.

In addition to disqualification for failure to meet the County's criteria, a contractor may be automatically disqualified for any one of the following: (1) omission of requested information; (2) falsification of information; (3) excessive stop notices and/or prevailing wage violations; (4) debarment by the Division of Labor Standards Enforcement; (5) default on a contract that has caused a surety to suffer a loss in the past five (5) years; (6) failure to complete a public works contract due to default of the contractor; (7) declaration of bankruptcy or placement in receivership within the past seven (7) years.

The questionnaire responses and financial statements are not public records and are not open to public inspection pursuant to Public Contract Code 20101. All information provided will be kept confidential to the extent permitted by law. The contents may be disclosed, however, to third parties for purpose of verification, investigation of substantive allegations, or in the appeal hearing. The County reserves the right to reject any and all prequalification questionnaires, to waive any irregularities in the information contained therein, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a project, or a separate prequalification procedure will be used for a specific project.

Each questionnaire must be signed under penalty of perjury by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. If any information provided by a contractor becomes inaccurate, the contractor must immediately notify the County and provide updated accurate information in writing and under penalty of perjury.

SUBMISSION OF COMPLETED STATEMENTS

Mail completed Contractor's Statement of Experience and Financial Condition along with the following (see Contractor's Prequalification Package attached to these Instructions):

- Reviewed Financial Statement
- Letter of Bondability
- Certificate of Insurance issued to County
- Accountant's Release Letter
- Letter of Credit (optional)

Please Mail To: (Name/Title)
(Address)
(City, State, Zip)

Please mark envelope "Confidential - County of Riverside Prequalification -

Questions: (Name/Title)
(E-Mail Address)
(Phone #)

PRELIMINARY QUESTIONS – Should I fill out Contractor's Prequalification Package attached to these Instructions?

The following are screening statements which should be used to determine whether or not you pass the test to take part in the formal bid prequalification process.

You must be able to answer "YES" to each statement below.

- 1. I am bidding as the prime contractor.**
- 2. I am appropriately licensed, insured and bondable.**
- 3. I have a reviewed financial statement that is less than twelve (12) months old.**
- 4. I have completed at least three (3) public building projects within the last five (5) years.**
- 5. I am eligible to bid a public works contract per Section 1777.1 of the Labor Code.**

If you can answer yes to all of the above statements, you may proceed with submission of Contractor's Prequalification Package attached to these Instructions.

COUNTY OF RIVERSIDE PREQUALIFICATION PROCESS

Contractors choosing to qualify for more than one Trade must submit separate references per trade. For an example, if the general contractor has a B, C7, and C8 licenses, contractor must submit a list of references for the B related work, a list of references for the C7 related work, and a list of references for the C8 related work. Each one will be reviewed on its own merit. Only provide experience information in each qualification package relative to that particular license/trade including the contract amounts.

Contractor's prequalification application shall include:

- (1) Contractor's Statement of Experience
- (2) Appropriate California Contractor's License
- (3) Contractor's Financial Condition and Bondability
- (4) Certificate of Insurance
- (5) Certificate of Licensed Public Accountant
- (6) Accountant's Release Letter
- (7) Affidavit

Only one (1) copy of the prequalification package is required to be submitted. A new and current submittal shall be required each year. Additionally, the County may, at any time, specifically request a new statement, in which case, the contractor must comply within thirty (30) days, or the rating on file may, at the discretion of the County, be considered expired. A contractor may also file new statements at more frequent intervals if there is a substantial change in the contractor's financial status, and a new rating based on the latest statement will be issued. In no case will prequalification remain in effect longer than the calendar year for which contractor is qualified. The following items must be provided or the formal bid prequalification submittal will not be accepted.

FINANCIAL INFORMATION

A. Reviewed Statement Requirements

Contractor is required to submit a reviewed or audited financial statement with all qualification packages.

B. Financial Capacity

A financial rating will be based on ten times working capital (current assets less current liabilities). A financial rating may be augmented by submission of a Letter of Credit on the form included on Page 15 of the Contractor's Prequalification Package attached to these Instructions. If a Letter of Credit is submitted, the Letter of Credit shall be added to the initial working capital calculation such that the calculation for the augmented working capital shall be $WC = (((CA-CL) \times 10) + LOC)$.

Particular attention is called to the fact that the certificate of the certified public accountant must express an unqualified opinion in order to receive a "financial capacity" qualification. Working capital is an important factor in determining the bidding capacity of a contractor; therefore, the accountant must furnish, by a supplementary schedule or as a part of the accountant's certificate, any information not specifically called for by the statement which, in the accountant's opinion, might properly be taken into consideration.

C. Accountant's Certificate and Release

The certificate of a certified public accountant will be required for all audited/reviewed financials. The forms of certificate for both an audit and a review are included on Page 13 of the Contractor's Prequalification Package attached to these Instructions. Use whichever is appropriate to your submittal. It will be acceptable for the accountant to submit a certificate in the accountant's own words. However, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the County.

Accountant's Release Letter will be required. The responsible accountant must verify the validity of the applicant's financial statement. Use the form included on Page 14 of the Contractor's Prequalification Package attached to these Instructions.

D. Term of Financial Statements

The financial information is valid for a period of one (1) year after the date of submission. Statements will be held on file until contractor's prequalification package is eighteen **(18)** months old at which time it will be destroyed. The County reserves the right to reject statements in which the financial information is more than one (1) year old. All applicable portions of the form should be completed with schedules attached if the space provided does not suffice.

EXPERIENCE REQUIREMENTS (Weighted Average)

General contractor's experience must include the successful completion of at least three (3) public projects within the last five (5) years.

Trade contractors must include the successful completion of at least three (3) public projects within the last five (5) years.

Contractor's "Experience Limit" shall be the average contract price for contracts completed in the State of California in the past five (5) years. For example - Project 1 contract value of \$16,275,110, plus Project 2 contract value of \$14,370,260, plus Project 3 contract value of \$11,543,980 equals an average contract value of \$14,063,116. This figure is rounded to the nearest \$100,000 for an Experience Limit of \$14,100,000. This process only provides the Experience Limit and does not necessarily set the final rating.

INSURANCE

A minimum combined commercial general single limit liability insurance policy of \$2,000,000 or an amount equal to or greater than the coverage identified in the County's bid documents, whichever is greater, is required. A Certificate of Insurance must be issued to the County of Riverside which states levels and dates of coverage and meets the other requirements of the County's bid documents.

BONDABILITY

The bonding surety is required to be an admitted surety in the State of California. The surety will be contacted to confirm willingness to bond to a particular limit. It is required that the contractor include an **original** and **notarized** letter of bondability from the surety indicating its support levels.

In the event that the contractor is unable to obtain a letter of bondability in the time prescribed by the County, the contractor may be suspended from the formal bid prequalified contractors' list and not be allowed to bid on County projects requiring formal bid until proof of bondability is provided.

AFFIDAVIT

An affidavit as to the veracity, accuracy and completeness of the Contractor's Prequalification Package being submitted must be completely executed ***under penalty of perjury*** by an authorized agent of the company. Use the form included on Page 17 of the Contractor's Prequalification Package attached to these Instructions.

NOTIFICATION OF PREQUALIFICATION RESULT

Completed prequalification forms should be submitted for contractors to be placed on the County's list of formal bid prequalified contractors for upcoming projects. Contractors will be notified of their prequalification rating as soon as possible. Bids can only be accepted from an entity that has an acceptable qualification rating in place prior to a bid advertisement date.

The prequalification process can take several months to complete. Please factor in this time frame when prequalifying to ensure adequate time to review and approve the prequalification packages prior to the submission of your firm's bid.

PROCEDURE FOR APPEAL OF PREQUALIFICATION RESULTS

If the contractor chooses to challenge a prequalification rating, the contractor shall first request a hearing by providing a written request within five (5) working days after notification of prequalification rating. The written request shall set forth in detail all grounds for the request including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the request; any matters not set forth in the written request shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. If no timely request for review is filed, the determination shall be final and all rights of the contractor to challenge the County's decision, whether by administrative process, judicial process, or any other legal process or proceeding shall be waived.

If the contractor files the request for review within the time limit, the County's staff and/or County representative shall schedule a time for a meeting to allow the contractor to rebut any evidence used as a basis for the rating and to present evidence as to why the contractor should be determined to be qualified to formally bid. The County's staff shall then review the contractor's evidence and subsequently notify contractor regarding whether the contractor is determined qualified to formally bid.

If the contractor chooses to challenge the County staff's determination regarding contractor's prequalification rating after presenting evidence as described above, the contractor may then, within five (5) working days of being notified of County staff's determination, request that the County establish a three (3) member committee for a hearing to review the facts and reconsider the prequalification rating. The contractor or his/her representative will be invited to appear in person to bring before the committee any information identified in the appeal. The contractor will then be released from the meeting and the committee members shall consider whether or not to recommend a change in the contractor's rating. The committee shall render a recommendation to the Deputy Director – County of Riverside – Economic Development Agency (EDA) who shall issue a final and binding decision.

County counsel may be in attendance or on call during the appeal. The contractor will be faxed notification of the Deputy Director – County of Riverside – Economic Development Agency (EDA) decision at least 24 hours prior to bid opening if possible.

**COUNTY OF RIVERSIDE
CONTRACTOR'S FORMAL BID PREQUALIFICATION PACKAGE
2015**

**CONTRACTOR'S STATEMENT OF EXPERIENCE
AND FINANCIAL CONDITION**

SECTION 1 - GENERAL INFORMATION

General Contractors or General Engineering Contractors choosing to qualify for more than one Trade **must submit separate** lists of references for each trade. Only provide reference information applicable to the relative trade for prequalification. Each one will be reviewed on its own merit.

Contractor: _____ Union _____ Non Union _____
(name as it appears on license)

Contact Person: _____ Check One: Corporation _____

Title: _____ Email: _____ Partnership _____

Address: _____ Sole Prop. _____

(Street Address)

Joint Ven. _____

(City, State, Zip Code)

Phone: (____) _____ Fax: (____) _____

License No. _____ Class(es): _____ Exp. Date: _____

Trade for Qualification _____ License _____

DIR Registration No. _____ Exp. Date: _____

Have you ever been licensed in California under a different name or different license number?
____ Yes ____ No -- If yes, list all name(s) and license number(s) on a separate sheet.

County Use Only:

Verified by _____ Date _____

License Verified: Yes _____ No _____

Tax ID Number: _____ Date Business Formed: _____

Please check the following if they apply to your firm:

- _____ DVBE Certified
- _____ Large Business (500 or more employees)
- _____ Small Business (Under 500 employees)
- _____ Disadvantaged Business (Minority Owned)
- _____ Woman-Owned & Operated
- _____ Sheltered Workshop
- _____ Local (Office located within the County of Riverside)

1. In the past 10 yrs., what other business have the principal or corporate officers been involved in?
(List on a separate signed page if not enough space.) _____

2. Has there been any recent change in control of the company? (If yes, explain on separate signed page.)

_____ Yes _____ No

3. Is the company or its owners connected with any other companies as a subsidiary, parent, holding or affiliate? (If yes, explain on separate signed page, listing companies, business addresses, and phone numbers.)

_____ Yes _____ No

4. Corporate Officers - Partners - Proprietor - Owners - Key Personnel:

Name	Position	Years W/Firm	% of Ownership	Social Sec. #

5. If a corporation: Date incorporated _____ State _____

6. If a partnership: Date of organization _____ State _____
_____ General _____ Limited _____ Association

7. In what type of construction do you specialize? _____

8. List annual gross income for last three (3) years: Year: _____ \$ _____
Year: _____ \$ _____
Year: _____ \$ _____

9. Are you currently prequalified with any other counties or public agencies in Southern California?

_____ Yes _____ No If yes, list the County and dollar rating:

_____ \$ _____
_____ \$ _____
_____ \$ _____

I hereby authorize the County of Riverside ("County") or a representative of the County to contact the Agencies above to discuss my rating/prequalification and to obtain any information necessary to verify my company's fitness for prequalification to formally bid on Public construction projects.

Signed: _____

Date: _____

Name/Title: _____

SECTION 2 – QUESTIONS

A. ESSENTIAL EVALUATION CRITERIA

		Y E S	N O
1.	Contractor possesses a valid and current California Contractor's license for the project(s) for which it intends to submit a bid and has possessed such license for at least the last five (5) years.		
2.	Is your firm and RMO/RME in good standing with the Contractors State License Board? (If no, please explain on separate piece of paper. If no, than contractor is not qualified unless acceptable explanation.)		
3.	Has the Contractor ever had their contractors license suspended, put on probation, or revoked? (If yes, please explain on separate piece of paper. If yes, than contractor is not qualified unless acceptable explanation.)		
4.	Contractor has a liability insurance policy with a policy per project limit of at least \$ 1,000,000 per occurrence and \$ 2,000,000 aggregate.		
5.	Contractor has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. <input type="checkbox"/> Check here if you are exempt from this requirement – no employees		
6.	Has your firm been assessed liquidated damages in the past 5 years? (If yes, please answer the additional questions on a separate piece of paper; 1. How many times has Liquidated damages been assessed? 2. What were the dollar amounts of the assessment(s)? (If yes, then Contractor is not qualified unless an acceptable explanation).		
7.	Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states your current bonding capacity? Notarized statement must be from the surety company, not an agent or broker, and must be specific to this prequalification. (If no, then Contractor is not qualified).		
8.	Has your firm defaulted on a contract or declared bankruptcy or been placed in receivership within the past seven (7) years? (If yes, please explain on separate piece of paper. If yes, than contractor is not qualified unless acceptable explanation.)		
9.	Has your firm been disqualified, debarred, forbidden, or found non-responsible or otherwise prohibited from performing work and/or bidding on work for any other public agency in the State of California within the past five (5) years? (If yes, please explain on separate piece of paper. If yes, than contractor is not qualified unless acceptable explanation.)		
10.	Has your firm been terminated for cause by any public agency on any project in the State of California within the past five (5) years? (If yes, please explain on separate piece of paper. If yes, than contractor is not qualified unless acceptable explanation.)		
11.	Is your firm ineligible to bid on or be awarded a public contract, or perform as a subcontractor on a public contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7? (If yes, please explain on separate piece of paper. If yes, than contractor is not qualified unless acceptable explanation.)		
12.	Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public entity or agency? (If yes, please explain on separate piece of paper. If yes, then contractor is not qualified unless acceptable explanation.)		

B. RATING QUESTIONS

A score less than 55 points in this section disqualifies you from formally bidding projects proposed by the County that use this prequalification process as a condition of bidding.

Question	Response	Points (For Office Use Only)
1. How many years has your firm been in business in California as a contractor under your present business name and license number? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ = 5 pts.)	_____ Years	_____ pts.
2. How many years' experience does your RMO/ RME have as a licensed contractor? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ = 5 pts.)	_____ Years	_____ pts.
3. How many years has your firm performed construction for the County of Riverside? (less than 3 Yrs. = 0 pt., 3-6 Yrs. = 3 pts., 6+ = 5 pts.)	_____ Years	_____ pts
4. How many stop notices have been defended in court by your firm and proceeded to judgment against your firm and/or the owner? (0 = 6 pts., 1-3 = 4 pts., >3 = 0 pts.)	_____ Stop Notices	_____ pts
5. How many legal proceedings, including arbitration, has your firm initiated against an owner? (0 = 6 pts., 1-3 = 4 pts., >3 = 0 pts.)	_____ Legal Proceed	_____ pts
6. Has a client ever made a demand on your performance bond? (Yes = 0 pts., No = 6 pts.)	____ Yes ____ No	_____ pts
7. Has your firm had insurance terminated by a carrier in the past 5 years due to an excessive claims history and/or nonpayment of premium? (Yes = 0 pts., No = 5 pts.)	____ Yes ____ No	_____ pts
8. Does your firm currently have a safety plan which complies with the current OSHA standards? (Yes = 2 pts., No = 0 pts.)	____ Yes ____ No	_____ pts
9. What is your current Worker's Compensation Experience Modification Rate (EMR)? (<1 = 5 pts., 1.0 - 1.25 = 3 pts., 1.25 - 1.50 = 2 pts., >1.50 = 0 pts.)	_____ Rate	_____ pts
10. How many public works projects has your firm completed in California in the past 5 years? (5+ = 5 pts., 4 = 4 pts., 3 = 3 pts., 2 = 2 pts., 1 or less = 0pts.)	_____ College/School Work	_____ pts
11. Within the past 5 years, have any of your employees or another entity filed a complaint against your firm with the California Contractors State License Board? If yes, how many complaints were filed? (No = 5 pts., 1 = 4 pts., 2 = 3 pts., 3 = 2 pts., >3 = 0 pts.)	____ Yes ____ No _____ Complaints	_____ pts

<p>12. Within the past 5 years, have any of your employees filed a complaint with the Labor Board? If yes, how many complaints were filed? If yes, how was it resolved? Were back wages paid to workers? (No = 5 pts., 1 = 3 pts., 2 = 2 pts., 3 = 1 pts., >3 = 0 pts.)</p>	<p>____ Yes ____ No</p> <p>_____ Complaints</p>	<p>____ pts</p>
<p>13. Within the past 3 years, has your firm or any principal of your firm paid penalties for a Labor Code violation? (No = 5 pts., 1 = 3 pts., 2 = 2 pts., 3 = 1 pts., >3 = 0 pts.)</p>	<p>____ Yes ____ No</p> <p>_____ Violations</p>	<p>____ pts</p>
<p>14. Within the past 3 years, has your firm or any principal ever settled a claim for under payment of wages with a worker or the Labor Board? (No = 5 pts., 1 = 3 pts., 2 = 2 pts., 3 = 2 pts., >3 = 0 pts.)</p>	<p>____ Yes ____ No</p> <p>_____ Claims</p>	<p>____ pts</p>
<p>15. Has your firm or any principal of your firm* been cited or found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract? (Yes = - 5 pts., No = 5 pts.)</p>	<p>____ Yes ____ No</p>	<p>____ pts</p>
<p>TOTAL POINTS</p>		

* Principals of the firm are defined as any officers, directors, partners, RMO/RMEs, or any others having an ownership interest in the firm.

Applicant shall attach explanations on a separate signed sheet for each answer for which you received less than the maximum number of points. – Must be Provided

SECTION 3 - PERFORMANCE

1. Please provide **valid and current** contact information for all references provided. Three references will be contacted. If information for a reference is not valid and current; **10** points from that reference will be deducted. ***Please provide information on this form only or add additional copies if needed.***

2. List the five (5) largest public contracts completed in the past five (5) years:

(Provide project information only for the specific license/scope of work you are qualifying for)

Owner & Project Name or Number	Contact Name, Phone# & Email	Description of Work Performed	Contract Amount:	Complete Date:
			Original \$ Completed \$	Original Actual

3. What size projects do you feel your company has the capacity and capability to perform:

Single job: \$_____

Total work in progress: _____

SECTION 4 – SAFETY RECORD

1. List your firm's Workers Compensation Experience Modification Rate (EMR) for the three (3) most recent years. Your EMR should be obtained from your insurance agent. Attach a letter from the insurance agent/carrier identifying the EMR rate for the past three years and also indicating your current EMR rate.

2012 _____ 2013 _____ 2014 _____
 _____ as of _____

2.

Please provide actual information in all boxes – Do not enter the points! Points will be calculated based on entries.

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Number of fatalities: 1 or more = 0 pts, 0 = 5 pts			
Workers Compensation Experience Modification Rate (EMR) <1 = 10 pts, (1.1-1.4) = 8 pts, (1.5-1.7) = 6 pts, (1.8-2.) = 4 pts, >2 = 0 pts			
OSHA Violations <0 = 5 pts, 1-2 = 3 pts, >2 = 0 pts			
Approximate number of employee (direct hire) hours worked (do not include any non-work time even though paid)			

TOTAL POINTS

3. Do you hold safety meetings for field supervisors and employees? _____ Yes _____ No
 How often? _____ Weekly _____ Bi-Weekly _____ Monthly _____ As Needed
4. Does your company conduct project safety inspections? _____ Yes _____ No
5. Does your company have a written safety program? _____ Yes _____ No
 (If yes, provide a copy of Safety Program)
6. Does your company have a safety orientation program for new employees? _____ Yes _____ No
 (If yes, provide a copy of Safety Program)
7. State any additional areas of your company's safety program and policies that you feel would be appropriate in the County's evaluation. (Please use the space below.)
8. Has your company had OSHA violations in the last five (5) years _____ Yes _____ No
 (If yes, please attach OSHA letter describing violation and resolution.)

SECTION 5 - INSURANCE

Do you currently have a minimum of **\$2,000,000** Combined Commercial General Single Limit Liability Insurance? _____ Yes _____ No Please provide a Certificate of Insurance as verification

AMOUNT OF INSURANCE \$ _____ Years with Ins. Co.: _____

Insurance Company Information

Name: _____

Address: _____

Phone #: () _____

Contact: _____

Note: If less than five (5) years with your current insurance company, please list prior insurance companies below, including phone numbers and contact names.

Previous Insurance Company

Name: _____

Address: _____

Phone #: () _____

Contact: _____

Years with Ins. Co. _____

Previous Insurance Company

Name: _____

Address: _____

Phone #: () _____

Contact: _____

Years with Ins. Co. _____

County Use Only:

Verified by _____ Date _____

Insurance Verified: Yes _____ No _____

Date of Insurance Expiration: _____

Certificates Attached: Yes _____ No _____

AM's Best Rating: _____ CA Admitted: _____

Meets Required Limits: Yes _____ No _____

Applicant shall exchange this page for a current original certificate of insurance reflecting all coverages.

SECTION 6 - SURETY INFORMATION

- A. List all surety companies, not agencies, utilized by your company in the last five (5) years. Please provide a letter stating bondability from Surety Company.

Company	Contact & Phone #	Largest Bond	List Years Used

Please explain on a separate page, with dates of occurrences, any positive answer to the following questions.

B. Has your company, any owner, or affiliated company ever:

No Yes

1. Been unable to obtain a bond or been denied a bond for a contract? _____
2. Defaulted on a contract resulting in a tender to a surety? _____
3. Failed to complete a contract within the authorized contract time? _____
4. Declared bankruptcy? _____
5. Been in receivership? _____
6. Had any arbitration (not litigation) on a contract? _____
7. Had any outstanding liens/stop notices for labor and/or material filed against your firm on any contracts which have been completed or are being completed by your firm? _____
8. Been in litigation related to construction? _____
9. Had any of the sureties bonding your jobs required or requested to complete any part of your work during the last five (5) years? _____
10. For how many projects is your company currently bonded? _____
11. Current Dollar amount of bonding capacity used _____

Applicant shall exchange this page for a current original notarized letter of bondability which clearly shows bonding agency's estimate of largest single bond amount most likely approvable.

SECTION 7 - FINANCIAL INFORMATION

1. **Financial Statement:** Submit the appropriate financial statement with this completed application. A Compilation is not acceptable.

Reviewed statements will be required for all trades of work.

2. **Accountant's Certificate of Audited or Reviewed of Financial Statement:** Your accountant must complete and sign one of the following certificates on page 14 of this packet, depending on the type of financial statement you are submitting with this application. Include the certificate with your completed application.
3. **Accountant's Release Letter:** Please complete the form on page 15 of this packet to permit the County or County's representative (Tilden-Coil Constructors, Inc.) to contact your accountant to verify that the financial statement you have submitted is the most recent one. *(Must be original wet signed signature – copies are not acceptable)*
4. **Financial Institution Release Letter:** Please complete the form on page 15 of this packet to permit the County or County's representative (Tilden-Coil Constructors, Inc.) to contact the financial institution that provided a Letter of Credit for this application. You only need to complete this form if you have submitted a Letter of Credit with your application.
5. **General Letter of Credit:** If you wish the County to consider your letter of credit as part of its calculation of your financial capacity, you must submit a Letter of Credit from your financial institution with your application. The financial institution may use the form on page 15 of this packet or it may use its own form as long as it certifies the credit amount and agrees that the credit will not be withdrawn or reduced without 45 days prior written notice to the County.

County Use Only:

Verified by _____ Date _____

Financial Statements Attached: Yes _____ No _____

Financial Statement: Reviewed _____ Audited _____

Accountants Release Letter: Yes _____ No _____

APPLICANT'S INDEPENDENT ACCOUNTING FIRM SHALL COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT:

STATE OF: _____

We have examined the Financial Statement of _____ as of _____. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages ____ to ____ inclusive, presents fairly, in all material respects, the financial position of _____ as of _____, and the results of their operations and their cash flows for the year(s) then ended in conformity with generally accepted accounting principles.

Print name of Firm

Accountant's Signature

Telephone No.

License No.

APPLICANT'S INDEPENDENT ACCOUNTING FIRM SHALL COMPLETE THIS CERTIFICATE FOR A REVIEW ONLY OF FINANCIAL STATEMENT:

I (we) have reviewed the accompanying financial statement of _____ as of _____. The information included in the financial statement is the representation of the management of the above firm.

Based on my (our) review with the exception of the matter(s) described in the following paragraphs(s), I am (we are) not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Print name of Firm

Accountant's Signature

Telephone No.

License No.

(Note: this review consists principally of inquiries of management and appropriate analytical procedures applied to this financial data. It is substantially less in scope than an examination in accordance with **generally accepted** auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we have not expressed such an opinion.)

Special note to Accountant: The above Certificates of Accountant shall **not** be made by any individual who is in the regular employ or owner of the individual, partnership, or corporation submitting the statement. All financial statements must be reviewed or audited by an independent Accountant/Accounting Firm.

ACCOUNTANT'S RELEASE LETTER

(Must be an original signature)

By signing the form below, I authorize the County of Riverside or a representative acting on behalf of the County (Tilden-Coil Constructors, Inc.) to contact our company's licensed accounting firm to verify our most recent Reviewed or Audited financial statement. I understand the financial statement is confidential information and is not open to public inspection.

Name	Contractor's Signature
Title	
Company Name	
Date	

FINANCIAL INSTITUTION RELEASE LETTER

(For use only when augmenting financial rating with a Letter of Credit)

By signing the form below, I authorize our financial institution to verify our Letter of Credit information to a representative of the County of Riverside. I understand this information is confidential information and is not open to public inspection.

Name	Signature
Title	
Company Name	
Date	

Your financial institution may augment your financial rating by issuing a Letter of Credit. Please forward a form of your financial institution's Letter of Credit for the County's review. The Letter of Credit will have to be addressed to the County's representative and bear an original signature. A Letter of Credit is optional, not mandatory. It may be used to increase your financial capacity by the value of the Letter of Credit.

General lines of credit are not accepted. A Letter of Credit must be issued specifically to the County and contain the basic information outlined below.

TO: (Company Name / Department)
(Address)
(City, State, Zip)

ATTENTION: (Name/Title)

SUBJECT: **LETTER OF CREDIT**

Reference is made to the prequalification of: _____
Name of Contractor

We certify that the above-identified Contractor has been extended an unqualified letter of credit not to exceed \$_____ and that such credit will not be withdrawn or reduced without 45 days prior written notice to the County.

Name of Financial Institution Institution No. Code

Address: _____

Signature/Date: _____

Print Name & Title: _____

SECTION 8 - AFFIDAVIT

DECLARATION

I, _____, hereby declare that I am the
(printed name)
_____ of _____
(title) (name of applicant firm)

submitting this Prequalification Package; that I am duly authorized to execute this Prequalification Package on behalf of the above named contractor; and that all information set forth in this Prequalification Package 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 of Applicant: _____

(must be original signature)

(If signed by other than the sole proprietor, a general partner, or corporate officer, attaches original notarized power of attorney or corporate resolution.)

All financial information submitted for prequalification evaluation will be considered official information acquired in confidence and the County will maintain its confidentiality to the extent permitted by law.

The Applicant of the foregoing statement of experience and financial condition has read the same and it is true to the best of his or her knowledge. The statement is for the purpose of inducing the County to supply the Applicant with plans and specifications and any depository, vendor, or other agency named therein is hereby authorized to supply the County with any information necessary to verify the statement. Should the foregoing statement at any time cease to properly and truly represent the experience and financial condition of the Applicant in any material respect, the Applicant will notify County of said material change and refrain from further formally bidding on County work until a revised and corrected statement is submitted.

Applicant shall provide a copy of the most recent certificate from the Secretary of State indicating the standing of the Corporation or partnership.

County Use Only:

Verified by _____ Date _____

Certificate from Secretary of State Attached: Yes _____ No _____

Applicant shall exchange this page for all other appropriate attachments mentioned herein, to include, but not limited to, financial statement, certificate of incorporation and minutes, etc., as well as any additional information supportive of Applicant's submission

**COUNTY OF RIVERSIDE
PREQUALIFICATION EVALUATION PROCEDURE 2015
(TO BE USED IN CONJUNCTION WITH PREQUALIFICATION PACKAGE)**

EVALUATION WORKSHEET

Name of Contractor: _____

Date of Evaluation: _____

Confirm Essential Criteria

1. License (See Section 2.A.1.)

Does Contractor possesses a valid and current California Contractor's license for the project(s) for which it intends to submit a bid and has possessed such license for at least the last five (5) years?

Yes No

(If no, then Contractor is not qualified)

2. License (See Section 2.A.2.)

Are the Contractor and its RMO/RME in good standing with the Contractors State License Board?

Yes No

(If no, then Contractor is not qualified)

3. License

Has the Contractor ever had their contractor's licenses suspended, put on probation, or revoked?

Yes No

(If no, then Contractor is not qualified)

4. General Liability Insurance (See Section 2.A.3.)

Does the Contractor currently hold a general liability insurance policy with limits of at least **\$1,000,000** per occurrence and **\$2,000,000** aggregate?

Yes No

(If no, then Contractor is not qualified)

5. Workers' Compensation Insurance (See Section 2.A.4.)

Does the Contractor hold a current workers' compensation insurance policy or is the Contractor self-insured pursuant to Labor Code section 3700 et seq.?

Yes No

(If no, then Contractor is not qualified – with exception to CSLB Approved WC Exception)

6. Liquidated Damages (See Section 2.A.5.)

Has the Contractor been assessed liquidated damages in the past 5 years?

Yes No

How many times has liquidated damages been assessed? _____

What was the dollar amount of the assessment(s)? _____

(If yes, then Contractor is not qualified unless an acceptable explanation)

7. Notarized Statement from Surety (See Section 2.A.6.)

Has the Contractor included a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states the contractor's current bonding capacity?

Yes No

(If no, then Contractor is not qualified)

8. Default or Bankruptcy (See Section 2.A.7.)

Has the Contractor defaulted on a contract or declared bankruptcy or been placed in receivership within the past seven (7) years.

Yes No

(If yes, then Contractor is not qualified unless an acceptable explanation)

9. Disqualification (See Section 2.A.8.)

Has the Contractor been disqualified, debarred, or found non-responsible or otherwise prohibited from performing work and/or bidding on work for any public agency within the State of California within the past five (5) years.

Yes No

(If yes, then Contractor is not qualified unless an acceptable explanation)

10. Termination (See Section 2.A.9.)

Has the Contractor been terminated for cause by any public agency on any project within the State of California within the past five (5) years?

Yes No

(If yes, then Contractor is not qualified unless an acceptable explanation)

11. Prevailing Wage Violations (See Section 2.A.10.)

At the time of submitting its Prequalification Packet, was the Contractor ineligible to bid on or be awarded a public contract, or perform as a subcontractor on a public contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

(If yes, then Contractor is not qualified)

12. False Claims and Material Misrepresentations (See Section 2.A.11.)

Has the Contractor or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public entity or agency?

Yes No

(If yes, then Contractor is not qualified)

Review Rating Questions (See Section 2.B. in Prequalification Package)

Insert total score from Rating Questions worksheet.
Contractor must have 55 points or higher to qualify.
[Maximum is 75 points.]

TOTAL POINTS

PERFORMANCE**Contact References (See Section 3. In Prequalification Package)**

The County of Riverside or a representative acting on behalf of the County will contact at least three (3) of Contractor's references from a minimum of five (5) of its most recent public projects including the three (3) largest public projects completed in the last five (5) years, unless the Contractor has not completed three (3) public projects, in which case, the County of Riverside or a representative acting on behalf of the County will contact all of the Contractor's references for public projects plus the most recent references from other projects so that the County of Riverside or it's representative contacts a minimum of three (3) references for Contractor.

Numerical Rating (Complete this form for each reference verified)

If the contact person rates the Contractor unsatisfactory in any area, please attempt to provide written comments in Section I to explain the rating(s) assigned.

Reference #1: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	8	16	24	
2. Performance and Accountability					
a. Scheduling	0	3	7	10	
b. Subcontractor (project) Mgt.	0	3	7	10	
c. Change Orders	0	3	7	10	
d. Working Relationship	0	2	4	6	
e. Paperwork Processing	0	2	4	6	
				Total Numerical Rating	

Reference #2: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	8	16	24	
2. Performance and Accountability					
a. Scheduling	0	3	7	10	
b. Subcontractor (project) Mgt.	0	3	7	10	
c. Change Orders	0	3	7	10	
d. Working Relationship	0	2	4	6	
e. Paperwork Processing	0	2	4	6	
				Total Numerical Rating	

Reference #3: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	8	16	24	
2. Performance and Accountability					
a. Scheduling	0	3	7	10	
b. Subcontractor (project) Mgt.	0	3	7	10	
c. Change Orders	0	3	7	10	
d. Working Relationship	0	2	4	6	
e. Paperwork Processing	0	2	4	6	
				Total Numerical Rating	

PREQUALIFICATION EVALUATION WORKSHEET

1. Essential Criteria

If any one of the Essential Criteria above is not met, there is no need to complete the remainder of the evaluation.

Pass _____ Fail _____

2. Review Rating – (Must have a minimum 55 Points)

[75 points maximum]

Total Points from above		
-------------------------	--	--

_____ Points

3. References

Use the Evaluation Reference Form above for each reference contacted for each contractor. Insert the average of all the scores from all references for each contractor. [66 points maximum]

Average Numeric Rating from Evaluation Reference Forms		
---	--	--

_____ Points

4. Safety Record – Must have 80% to qualify

Review the Contractor's safety record in Section 4 of the Prequalification Packet and rate their safety record.
[60 points maximum]

Safety Record Score		
---------------------	--	--

_____ Points

Maximum Points:	= 201
----------------------------	--------------

TOTAL POINTS

PREQUALIFICATION LIMIT

Determination of Qualification Limit: The Qualification Limit for a Contractor will be the lesser of the Experience Limit or Financial Strength.

Experience Limit:

Weighted Average \$ _____ (See Section 3 of Prequalification Package)

Financial Strength:

Financial Strength is determined by calculating the Contractor's Working Capital (current assets minus current liabilities) multiplying Working Capital x10 (See Section 7 of Prequalification Package). A letter of credit may be added to augment the Working Capital calculation.

Inability to meet this Financial Strength rating for a specific project may disqualify a Contractor for a project.

Based on an _____ Audit or _____ Review

Dated: _____

Working Capital \$ _____ X 10 = \$ _____

Letter of credit: \$ _____

Total (Add WC and LOC) \$ _____

FINANCIAL STRENGTH: \$ _____

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

MENTAL HEALTH CRISIS CENTER
DEMOLITION AND SITE PREPARATION



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

JUN 30 2015 3-16 pfs

FORM APPROVED COUNTY COUNSEL
BY Marsha L. Victor 6/18/15
MARSHA L. VICTOR DATE

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"): Mental Health Crisis Center Demolition and Site Preparation

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 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **2:00 PM on Wednesday, 8/12/15** 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.

On and after 7/15/15, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon request by Bidder submitted to **Mission Reprographics, 2050 E La Cadena Drive, Suite L, Riverside CA 92507, (951) 686-8828**. At the time of such pick-up or request for mailing, a non-refundable fee for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **7/15/15** commencing promptly at **9:00 AM** at **9890 County Farm Road in Riverside**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding**. Deadline for Bid Requests for Clarification (RFCs) is **5:00 PM on 7/28/15**.

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): **A General**; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws for the classifications of the work to be performed; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 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.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime contractor shall post job site notices as prescribed by regulation. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner. 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: Rebecca McCray at RMcCray@rivcoeda.org or phone (951) 955-8764 at the Economic Development Agency, 3403 10th St., Suite 400, Riverside, CA 92501.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used on the Bidding Documents shall have the meanings assigned to them in the forms of Construction Contract and General Conditions that are included in the Bidding Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Bidding Documents where such terms are used.

1.2 SUMMARY OF PROJECT

1.2.1 Project Description. The Project generally consists of the following: Hazardous materials abatement and demolition of the three existing buildings totaling approximately 15,000 sf, clear and grub including tree removal, and utility safe off. The identifying name of the Project is the Mental Health Crisis Center Demolition and Site Preparation located at 9890 County Farm Road in Riverside.

1.2.2 Contract Time. Substantial Completion of the Work must be achieved within thirty (30) Days from the Date of Commencement. Final Completion must be achieved within seven (7) Days after the occurrence of Substantial Completion.

1.2.3 Liquidated Damages. The Construction Contract includes provisions: (1) permitting the County to assess liquidated damages to the Contractor of \$1000 per Day for each Day after the expiration of the Contract Time for Substantial Completion that the Work is not Substantially Completed by Contractor; and (2) for payment by County to Contractor of liquidated damages to Contractor of \$100 per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Contract Time and Contract Price.

1.2.4 County Furnished Materials. County reserves the right to elect to furnish the following County Furnished Materials for incorporation by Contractor as part of the Work pursuant to an assignment of one or more County Materials Contract(s) in accordance with Section 2.5 of the General Conditions: As identified in the Contract Documents. County shall notify the successful Bidder prior to Award if the County elects to assign any of such County Materials Contracts to Contractor for incorporation Contractor of the County Furnished Materials as part of the Work.

1.2.5 Licensing. The Bidder to whom the Construction Contract for the Work is Awarded by the County is required, both at the time of the Bid Closing Deadline and at the time of Award, (1) 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 A 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 the work to be performed.

1.2.6 No Warranty by County. Bidders are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, criteria, surveys, reports, test data, recommendations, opinions, and other information provided by County relating to the Site, Work or Project (including, without limitation, all information contained in any Reference Documents) and nothing stated in the Bidding Documents, Contract Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 THE BIDDER BY SUBMITTING ITS BID REPRESENTS THAT:

2.1.1 Bidding Documents. The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding Documents (including, without limitation, the Drawings, Specifications and Reference Documents identified in the Bidding Documents), and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination and violations of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents.

2.1.2 Site Information. In order to fully acquaint itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents, the Bidder has carefully and thoroughly inspected: (1) the Site and its surroundings; (2) all Existing Improvements on the Site and their existing uses by the County, its invitees and the public; (3) routes of ingress and egress to and from the Site; (4) local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment); (5) the status of construction, if any, that is in-progress at the Site; and (6) all reports, data, as-built drawings and other information (including, without limitation, the Reference Documents identified in the Bidding Documents) concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and lines) above and below the surface of the ground and in Existing Improvements that have been made available by the County to Bidders or that are disclosed by public records of the County of Riverside or the City in which the Project is located, and has correlated its observations with the requirements of the Bidding Documents.

2.1.3 Bid Compliance. The Bid and other Bid Submittals are in compliance with the Bidding Documents.

2.1.4 No Exceptions. The Bid is based upon the materials, equipment, systems and other work required by the Bidding Documents, without any exception, exclusion or qualification.

2.1.5 Legal Status. If the Bidder is a corporation, or if one or more of the partners or joint venturers of the Bidder (where the Bidder is a partnership or joint venture) is a corporation, such corporation(s) is(are) duly incorporated, authorized to do business and in good standing under the laws of the State of California.

2.1.6 Licensing. Bidder currently holds and, if and when an Award is made to Bidder, Bidder will hold at the time of Award, a license, active and in good standing, issued by the Contractors State License Board for the State of California authorizing the Bidder to contract to perform work in the requisite license classification(s) stated in the Notice Inviting Bids and/or in these Instructions to Bidders.

2.1.7 Due Authorization. The person or persons signing the Bid and other Bid Submittals on behalf of the Bidder are authorized to do so on behalf of the Bidder.

2.1.8 Balanced Bid. Cost breakdowns of the Bid that are provided by the Bidder are balanced, reflecting in each line item category of Work a reasonable estimate of the Bidder's cost commitments to perform that category of Work and a proportionate share of overhead and profit.

2.1.9 Labor Compliance. The Bid includes sufficient funds to enable Bidder to comply with, and Bidder will comply with, all of the applicable provisions of the California Labor Code, including, without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices.

2.2 MISREPRESENTATION BY BIDDER

The County may determine as unresponsive any Bid in which any statement or representation made or incorporated by reference in the Bid, including any Bid Submittal comprising the Bid, is false, incorrect or materially incomplete and misleading.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Availability. Copies of Bidding Documents will be available on and after **7/15/15** to Bidders for pick-up, or for mailing to Bidder upon request by Bidder submitted to **Mission Reprographics, 2050 E La Cadena Drive, Suite L, Riverside 92507, (951) 686-8828**. At the time of such pick-up or request for mailing, a non-refundable fee for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. Bidders may retain their copies of Bidding Documents.

3.1.2 Sub-Bidders. Unless otherwise stated in the Notice Inviting Bids, the County assumes no obligation to distribute Bidding Documents directly to Sub-Bidders.

3.1.3 Complete Sets. The Bidder shall use complete sets of Bidding Documents in preparing its Bid. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 No License. No license to Bidder is intended or conferred by the County's issuance to Bidders of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Examination by Bidder. The Bidder shall, with reasonable care and diligence in its capacity as a contractor and not a design professional, carefully and thoroughly examine the Bidding Documents and prior to the Bid Closing Deadline report to the County in writing by means of a request for clarification provided in accordance with Paragraph 3.2.3, below, any information contained in the Bidding Documents constituting an error, conflict, ambiguity, lack of coordination or violation of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents. Failure by the Bidder to do so shall not relieve the Bidder from its representations set forth in these Instructions to Bidders nor serve as the basis for any claim by the Bidder that it was mistaken or misled in connection with the preparation of its Bid or its planning for construction of the Work.

3.2.2 Pre-Bid Conference. A mandatory Pre-Bid Conference will be conducted on **7/15/15**, commencing promptly at **9:00 AM**, at **9890 County Farm Road in Riverside**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Regardless of whether the Pre-Bid Conference is described in the Bidding Documents as mandatory or optional, Bidder shall be deemed charged with knowledge of all facts, circumstances and other information that were apparent, available or provided to Bidders at the Pre-Bid Conference, including, without limitation, any and all of the physical conditions of the land and Existing Improvements at the Site that were visible or available for inspection or review by the Bidders attending the Pre-Bid Conference.

3.2.3 Requests for Clarification. If the Bidder requires clarification or interpretation of the Bidding Documents, it shall make a written request to County by a request for clarification. All requests for clarification of the Bidding Documents must be submitted, in writing, no later than **5:00 PM on 7/28/15** by e-mail to RMcCray@rivcoeda.org or hand delivered at the following address: 3403 10th Street, Suite 400, Riverside CA 92501. No response will be made to requests for clarification received after that time.

3.2.4 Addenda. Interpretations, corrections and changes of the Bidding Documents will be made by Addenda. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding and the Bidder shall not rely upon them.

3.2.5 Communications. The Bidder shall not, at any time during the bidding process following advertisement of the Notice Inviting Bids and prior to issuance of the Notice of Intent to Award, communicate with the County, Architect, County Consultants or any employee or representative of any of them, concerning the Project except by means of a written requests for clarification submitted by Bidder in accordance with Paragraph 3.2.3, above.

3.3 SUBSTITUTIONS

3.3.1 Requests for Substitutions. The Bidder shall make requests for Substitutions on the County's Request for Substitution form included in the Bidding Documents. Such requests shall comply with the requirements of the Bidding Documents, including without limitation, the Plans and Specifications. Without limitation to the other requirements of the Request for Substitution form, requests for Substitutions shall include: (1) a description of the material, equipment or other work that is to be replaced or eliminated by the Substitution; (2) a description of any other changes to the Work, Existing Improvements, the Site or the work of Separate Contractors that would be necessary if the proposed Substitution were incorporated as part of the Work; (3) a statement that the Bidder accepts responsibility for the inclusion in its Bid of all of the costs of implementing the Substitution, including, without limitation, the costs of any related changes to the Work, Existing Improvements, the Site or the work of Separate Contractors; (4) all drawings, performance and test data and other information necessary for an evaluation of the Substitution by the County, Architect and County Consultants; and (5) a statement that the Bidder understands and agrees that if the Substitution is not approved and the Bidder submits a Bid, Bidder will provide the Work as specified in the Bidding Documents without such Substitution. The burden of proof of the merit of a proposed Substitution is entirely upon the Bidder requesting the Substitution.

3.3.2 Deadline for Submission. Any completed Request for Substitution form that Bidders wishes to have considered by County must be submitted, in writing, no later than **5:00 PM on 7/28/15** by e-mail to RMcCray@rivcoeda.org or hand delivered at the following address: 3403 10th Street, Suite 400, Riverside CA 92501. No response will be made to any Requests for Substitution form received after that time.

3.3.3 Review by County. To the maximum extent permitted by Applicable Laws, approval or disapproval of a Substitution proposed by a Bidder is in the sole and absolute discretion of the County. The County's decision to approve or disapprove of a proposed Substitution shall be final and binding. An Addendum shall be issued to all Bidders describing any Substitution properly and timely requested prior to the Bid Closing Deadline that is approved by the County. Failure by County to respond to a properly and timely submitted Request for Substitution seventy-two (72) hours prior to the Bid Closing Deadline shall be automatically deemed to be a disapproval by County thereof.

3.3.4 Standards. In evaluating a Request for Substitution form submitted by a Bidder, the materials, products and equipment described in the Bidding Documents are generally viewed by the County as establishing the standards for function, dimension, appearance and quality to be met by the requested Substitution.

3.3.5 Performance by Bidder. In the event the Bidder has submitted a Request for Substitution form and the request for Substitution is denied, or deemed denied, by the County and the Bidder thereafter submits a Bid and receives the Award, then the Bidder shall execute the Construction Contract and provide the Work as specified, without such Substitution and at no additional cost or expense to the County.

3.3.6 No Postponement. Delays associated with the review, processing or approval of a Request for Substitution form submitted by Bidder shall not entitle Bidder to a postponement of the deadlines set forth in the Bidding Documents.

3.3.7 No Bid Adjustment. Neither approval nor disapproval of a Request for Substitution form shall be grounds for adjustment of a Bid.

3.4 ADDENDA

3.4.1 Transmittal. Addenda will be transmitted by County to all prospective Bidders who (1) attended and signed in at the Mandatory Pre-Bid Conference or (2) are registered with Mission Reprographics as a Plan Holder for the Mental Health Crisis Center Demolition and Site Preparation project, including in such request the Bidder's name and address for mailing.

3.4.2 Inspection. Copies of Addenda will also be made available for in-person inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Issuance. Without limitation to the County's right to withdraw its request for Bids, Addenda may be issued up to, but not later than, seventy-two (72) hours prior to the Bid Closing Deadline; provided, however, that an Addendum withdrawing the request for Bids or one which postpones the Bid Closing Deadline may be issued at any time prior to the Bid Closing Deadline.

3.4.4 Receipt by Bidder. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Bid Submittal. The costs of performance by Bidder of all items of Work and other obligations contained in all Addenda issued by County shall be deemed included in the amount of the Bidder's Bid. The Bidder shall identify and list in its Bid all Addenda received and included in its Bid. The Bidder's failure to so acknowledge the receipt of all Addenda in its Bid may be asserted by the County as a basis for determining its Bid non-responsive.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bid Form. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded.

4.1.2 Blanks. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

4.1.3 Figures. Sums shall be expressed in a Bid in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Alterations. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.

4.1.5 Alternative Bids. Alternative Bids will not be accepted unless specifically requested in the Bidding Documents.

4.1.6 Multiple Bids. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the Bid Security, state in its Bid the Bidder's refusal to accept the Award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on or conditions to its Bid Form nor qualify its Bid in any other manner.

4.1.7 Name of Bidder. Each copy of the Bid shall state the legal name of the Bidder and its legal form of business (i.e., sole proprietor, partnership, joint venture or corporation). Bids shall be submitted in the name of Bidder that appears in the Bidder's license issued by the State of California

Contractors State License Board for the license classification(s) that the Bidder is required to hold pursuant to the Notice Inviting Bids. Each Bid shall bear the longhand signature and printed name and title of the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 Bid Submittals. Each Bid shall include the following Bid Submittals executed in the manner required by the Bidding Documents:

- .1 Bid Form, in the form specified in the Bidding Documents;
- .2 Bid Security, consisting of either (a) a Bid Bond, in the form specified in the Bidding Documents, or (b) such other form of Bid Security as is permitted by these Instructions to Bidders;
- .3 Bid Security Receipt, in the form specified in the Bidding Documents;
- .4 Designation of Subcontractors, in the form specified in the Bidding Documents;
- .5 Non-Collusion Declaration, in the form specified in the Bidding Documents.
- .6 Iran Contracting Act Certification

4.1.9 Modifications by Bidder. Changes or additions to the Bid Form, recapitulations of the Work bid upon, conditions or limitations on the Work to be done, alternative proposals or any other modification of the Bid Form not specifically called for by the Bidding Documents may result in the County's rejection of the Bid as being non-responsive. No oral, telephonic, electronic, facsimile or telegraphic modification of any Bid submitted will be considered.

4.1.10 Designation of Subcontractors. The Bidder shall submit, on the Designation of Subcontractors form specified in the Bidding Documents, a list of the proposed Subcontractors and the portion of Work to be done by each Subcontractor as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq). Unless the Notice Inviting Bids expressly states otherwise, any information requested in the Designation of Subcontractors other than a Subcontractor's name and location of business must be submitted as part of the Bid and may not be submitted after the Bid Closing Deadline. If additional sheets are needed to provide the information requested in the Designation of Subcontractors, they shall be included by Bidder as part of its Bid and shall accompany the Designation of Subcontractors. If bidding of Alternates is called for by the Bidding Documents and the Bidder intends to use different or additional Subcontractors or if acceptance of the Alternate by County would cause the value of the Work to be performed by a Subcontractor not identified in the Designation of Subcontractors accompanying the Base Bid to exceed the threshold dollar amount required by Applicable Law for listing of Subcontractors, then a separate Designation of Subcontractors form must be submitted for each such Alternate. If the Bidding Documents require the performance of Work for which the Bidder or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Bidder intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Bidder shall, without limitation to any other information that may be required by Applicable Laws, include in the Designation of Subcontractors the name of such Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

4.1.11 Builder's All Risk (Course of Construction) Insurance. The Bid Form states whether the Bidder shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage that conforms to the requirements set forth in Subparagraph 11.1.1.5 and the other applicable provisions of Article 11 of the General Conditions. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT exercised at any

time prior to award TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

4.1.12 Interested Bidder. No person, partnership, joint venture, corporation or other association of persons or entities submitting a Bid shall be allowed to submit more than one Bid or be interested in a Bid submitted by any other Bidder. A person, partnership, joint venture, corporation or other association of persons or entities that, in the capacity as a Subcontractor to a Bidder, has quoted a bid price to a Bidder is not disqualified from submitting a proposal or quoting prices to other Bidders or making a Bid as a general contractor for the entirety of the Work. For the purpose of this Paragraph, "interested in" means having a managerial or financial interest in another Bidder.

4.1.13 Prequalification. If the County has stated in the Notice Inviting Bids that bidding is limited only to bidders that were prequalified pursuant to a Prequalification conducted by County, and if Bidder was previously prequalified pursuant to that process to submit a Bid for the Project, then in addition to the requirements of the Bidding Documents the Bidder must comply with any additional requirements for bidding that are set forth in the Prequalification Documents, including, without limitation, compliance by Bidder with any continuing responsibilities for disclosure of any changes in ownership, management or financial condition. If the Bidder has been prequalified to submit a Bid for the Project it shall, if requested by County, submit prior to or with its Bid any certification(s) that the County is authorized to request by the terms of the Prequalification Documents governing the Bidder's prequalification.

4.1.14 Applicable Laws. All Bids must be submitted, filed, made and executed in accordance with Applicable Laws relating to bids for contracts of the nature provided for by the Bidding Documents, whether such Applicable Laws are expressly referred to herein or not.

4.1.15 Non-Transferable. A Bid is non-transferable.

4.2 BID SECURITY

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

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

4.2.3 Return by County. Bid Security of an unsuccessful Bidder will be returned no later than sixty (60) Days after the Award by the County. Bid Security of the successful Bidder will be returned upon signing of a Construction Contract by the Bidder and County and submission by Bidder to the County of

the Performance Bond, Payment Bond and other Post-Award Submittals in accordance with the requirements of the Bidding Documents.

4.3 SUBMISSION OF BIDS

4.3.1 Sealed Envelope. All copies of the Bidder's Bid, Bid Security and other Bid Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids and shall be clearly and conspicuously labeled with the Project name, the Bidder's name and address and the identifying name of the Project as set forth in Paragraph 1.2.1, above.

4.3.2 Deposit. Bids shall be hand delivered to, or received by mail at, the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, at any time Monday through Thursday (excepting Holidays) between the hours of 9:00 AM to 5:00 PM up to the Bid Closing Deadline of **2:00 PM on 8/12/15**. Bids must be received at the designated location prior to the Bid Closing Deadline. Bids, or any Bid Submittal comprising a Bid, that is received after the Bid Closing Deadline will be returned unopened.

4.3.3 Postponement. The County reserves the right to postpone the Bid Closing Deadline by issuance of an Addendum to the Bidding Documents at any time prior to the Bid Closing Deadline.

4.3.4 Timely Receipt. The Bidder assumes full and sole responsibility for timely receipt of its Bid, including its Bid Security and all other Bid Submittals, at the location designated in the Bidding Documents for receipt of Bid.

4.3.5 Delivery Methods. Deposit of Bids shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

4.4 WITHDRAWAL OR RESUBMISSION OF BID

4.4.1 Before Bid Closing Deadline. Prior to the Bid Closing Deadline, a Bid may be withdrawn by notice to the County at the place designated for receipt of Bids stated in the Notice Inviting Bids. Such notice shall be in writing and signed by the Bidder. Partial withdrawal of a Bid or any Bid Submittal is not permitted.

4.4.2 After Bid Closing Deadline. Except as otherwise permitted by these Instructions to Bidders, each Bid shall constitute an offer that shall remain open for a period of sixty (60) Days after the Bid Closing Deadline and during that period of time shall not, without the written consent of the County, be modified, withdrawn or canceled by the Bidder.

4.4.3 Resubmission. Withdrawn Bids may be resubmitted up to the Bid Closing Deadline.

4.4.4 Bid Security. If a Bid is withdrawn and re-submitted, the amount of Bid Security shall be based on the Bid Amount based on the Bid as resubmitted.

4.5 BID ALTERNATES

4.5.1 Alternates. The Bidding Documents do not include Alternates.

4.5.2 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.

4.5.3 Basis for Award. Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

☒ **Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price and all Alternates.

4.5.4 Bid Escrow Provisions. The following provisions apply only if Subparagraph 4.5.4.1, below, provides that a Bid Escrow will be used for the Project.

.1 Bid Escrow. A Bid Escrow will not be used for the Project.

.2 Escrow Bid Documents. Escrow Bid Documents, as that term is defined in the General Conditions, shall: (1) be in English; (2) be legible; (3) be detailed and comprehensive, showing a complete breakdown of quantities, prices, productivity calculations, crew sizes, direct and repair labor, plant and equipment usage, general conditions (i.e., direct overhead) costs, indirect overhead and profit and contingencies, and all other numerical factors used to compute the Bid (provided, however, with respect to Bid items having an estimated cost under \$10,000, estimated unit costs are acceptable without detailed cost estimates provided that the indirect costs, contingencies and markups are shown and allocated); (4) if estimates are based, in whole or in part, on a Geological Baseline Report (GBR) or other report on surface or subsurface conditions at the Site, clearly reference any statements, data, opinions or recommendations used or relied upon from the GBR or such other report; and (5) if the Bidder's Bid is based on a price from a Sub-Bidder that exceeds five percent (5%) of the Bid Amount, provide documentation and electronic files from such Sub-Bidder relating to its bid submitted to Bidder that comply with all of the requirements herein for Escrow Bid Documents, in which case such documents and electronic files from such Sub-Bidder shall be considered and submitted by Bidder as part of the Escrow Bid Documents that are required to be submitted pursuant to this Paragraph 4.5.4.

.3 Deposit with County. Each of the Bidders submitting the apparent three (3) lowest Bid prices shall place its Escrow Bid Documents in a sealed container, marked on the outside with (1) the words "Escrow Bid Documents", (2) the name of the Project, (3) Bidder's name and (4) the date of submission. The sealed container with the Escrow Bid Documents shall be delivered by such Bidders to the County, at the place for submission of Bids, within twenty-four (24) hours after the Bid Closing Deadline.

.4 Review by County. County will review the Escrow Bid Documents of the apparent successful Bidder to ensure that the Escrow Bid Documents comply with the requirements of this Paragraph 4.5.4, and any other requirements of the Bidding Documents relating to use of a bid escrow. Such review shall not constitute approval or acceptance by County of the proposed means, methods, techniques or procedures of the Bidder, confirmation by County that the Escrow Bid Documents comply with the Bidding Documents, nor shall such review or alter any term or condition of the Contract Documents.

.5 Noncompliance by Bidder. Failure by Bidder to comply with any of the requirements of this Paragraph 4.5.4 or any other requirements of the Bidding Documents relating to use of a bid escrow shall be grounds for County to determine that the Bidder's Bid is non-responsive. Without limitation to the foregoing, County shall have the right, in the exercise of its sole and absolute discretion, if it finds that the Escrow Bid Documents submitted by a Bidder do not so comply to: (1) direct that the Bidder submit the required documentation and electronic files within twenty-four (24) hours of written request by County; and/or (2) discuss with the Bidder any questions that may exist concerning the Escrow Bid Documents in an effort to clarify and reconcile the information contained in the Escrow Bid Documents.

.6 Escrow Procedure. The Escrow Bid Documents of the successful Bidder receiving the Award shall be placed and held in storage at a safe and secure location, at the expense of County, for the duration of the performance of the Work and until the later of (1) ninety (90) Days after Final Completion is achieved or (2) final resolution by settlement or final judgment in legal proceedings of all disputes relating to the Construction Contract or Work (the "Escrow Bid Documents Storage Period"). Escrow Bid Documents of the unsuccessful Bidders will be returned to them within sixty (60) Days following Award. Upon expiration of the Escrow Bid Documents Storage Period, County shall destroy or return to Bidder, and shall not retain, copies of that Bidder's Escrow Bid Documents. County will take reasonable steps to protect and preserve the Escrow Bid Documents from damage; however, County shall not be liable for damage or loss occasioned by circumstances beyond the reasonable control of County, such as, without limitation, fire or Acts of God.

.7 Bidder's Warranty and Representation. Submission by a Bidder of its Escrow Bid Documents shall constitute a warranty and representation by such Bidder that it has no other written documents or electronic files containing information used in computing its Bid that are within the definition of Escrow Bid Documents as defined in the Bidding Documents and that Bidder agrees, in the event it receives Award of the Construction Contract, that it shall have no right to submit or offer into evidence in any legal proceedings in support of any request for Contract Adjustment, Claim or other request for any legal remedy or relief, any documentation or electronic files constituting Escrow Bid Documents that were not included in the Escrow Bid Documents submitted by Bidder.

.8 Not Contract Documents. The contents of the Escrow Bid Documents shall not be considered part of the Contract Documents.

.9 Property Rights, Confidentiality. The Escrow Bid Documents are, and shall always remain, the property and confidential information of the Bidder, subject to rights of review by the County and Bidder and other Permitted Uses as further described below. To the maximum extent permitted by Applicable Laws, County shall safeguard the Escrow Bid Documents, and all information contained therein, against disclosure and in so doing shall not disclose the Escrow Bid Documents to anyone who is not an employee, attorney or consultant of the County having a reason and need to review the Escrow Bid Documents in connection with one or more of the Permitted Uses.

.10 Permitted Uses. The Escrow Bid Documents may be opened, examined and used at any time by County or Bidder (including, without limitation, admission into evidence in any legal proceedings) for the purposes of aiding in an evaluation by County or Bidder, or a resolution by negotiation, settlement or legal proceedings, of a dispute between County and Bidder involving: (1) the submission or content of the Escrow Bid Documents submitted by Bidder; (2) a request by Bidder for relief from its Bid or for relief from any other obligation of Bidder in connection with the bidding process; (3) questions or disputes over the Bidder's right to, or the terms of, a Contract Adjustment; or (4) a Claim or other demand by County or Bidder for a legal remedy or recovery of money ("Permitted Uses"). Escrow Bid Documents shall not be used for any other purpose.

.11 Examination. Examination of the Escrow Bid Documents shall be in the presence of a representative of both County and Contractor unless a party fails, after reasonable notice from the party seeking to examine the Escrow Bid Documents, to arrange for a representative to be present, in which case the examination may take place by the requesting party alone. Copies of any portion of the Escrow Bid Documents may be made by either County or Bidder at the time of examination.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

All Bids shall be publicly opened and read aloud at the location for receipt of Bids on the Day of the Bid Closing Deadline. Without limitation to the County's right to reject all Bids, if two or more responsive Bids from responsible Bidders are the same and lowest, then the successful Bidder may be chosen by the County.

5.2 REJECTION OF BIDS

5.2.1 Rejection of Bid. Any Bid that is in any way incomplete or irregular is subject to rejection by County.

5.2.2 Rejection of All Bids. The County has the right to reject all Bids, with or without extending the opportunity to any Bidder to re-bid.

5.3 WAIVER OF IRREGULARITIES

The County has the right to waive informalities and irregularities in a Bid received or in the bidding process.

5.4 AWARD

5.4.1 Basis of Award. It is the intent of the County to Award the Construction Contract to the responsible Bidder submitting a Bid in accordance with the requirements of the Bidding Documents for the lowest Bid Amount.

5.4.2 Notice of Award. Within seven (7) Days following public opening and reading of Bids, the County will issue a Notice of Intent to Award identifying the name of the Bidder to whom the County intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The County may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

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

.1 The bid protest is in writing.

.2 The bid protest is both: (1) filed with and received by the Clerk of the Board at the following address, 4080 Lemon St. 1st Floor Riverside, CA 92501, not more than five (5) Days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.

.3 The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.

.4 Provided that a bid protest is filed in conformity with the foregoing, the Assistant CEO/EDA, or such individual(s) as may be designated by the Assistant CEO/EDA in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder

submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Assistant CEO/EDA or his/her designee shall be final, unless overturned by the Board of Supervisors.

ARTICLE 6 POST- AWARD

6.1 POST- AWARD SUBMITTALS

6.1.1 Construction Contract. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the Construction Contract and return it to the County within seven (7) Days after issuance by County to Bidder of the Construction Contract from the County and prior to execution of the Construction Contract by County.

6.1.2 Other Post-Award Submittals. Within the time periods set forth below, the Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Award Submittals, completed and signed in the manner required by the Bidding Documents, to the attention of Rebecca McCray at the County at 3403 10th Street, Ste 400, Riverside Ca 92501:

.1 within ten (10) Days after issuance by County to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to County the following:

- (1) Performance Bond and Payment Bond (issued by Surety);
- (2) Evidence of Insurance, in the form specified in the Bidding Documents;
- (3) Workers' Compensation Certificate, in the form specified in the Bidding Documents;
- (4) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified in the Bidding Documents;

.2 within twenty-one (21) Days after issuance by County to Bidder of the Notice of Intent to Award, such Bidder shall submit to the County the following:

- (1) Construction Schedule, prepared by Bidder in the manner required by Section 3.9 of the General Conditions; and
- (2) Schedule of Values, prepared by Bidder in the manner required by Section 9.3 of the General Conditions.

6.1.3 Failure to Submit. Failure of the successful Bidder to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 and 6.1.2, above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the Construction Contract and shall be cause for forfeiture of such Bidder's Bid Security.

6.2 BIDDER RESPONSIBILITY

County reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within five (5) Days of receipt of County's request. Failure to do so may be treated by County as a grounds to reject Bidder's Bid. Failure by the

County to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 Performance and Payment Bonds. The successful Bidder will be required to furnish: (1) a Performance Bond in the form included in the Bidding Documents guaranteeing faithful performance of all obligations under the Construction Contract; and (2) a Payment Bond that complies with the requirements of Civil Code Section 9554 in the form included in the Bidding Documents. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of one hundred percent (100%) of the Contract Price. The penal sum shall be increased for Contract Adjustments increasing the Contract Price that are authorized by Change Order or Unilateral Change Orders.

7.1.2 Cost of Bonds. The cost of Performance Bonds and Payment Bonds shall be deemed included in the amount of a Bidder's Bid.

7.1.3 Surety. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of A:VIII (A:8) or better.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 Submission by Bidder. Within the time period set forth in Subparagraph 6.1.2.1, above, the successful Bidder shall deliver the required Performance Bond and Payment Bond to the County fully executed and issued by the Bidder's Surety(ies).

7.2.2 Execution of Bonds. Notary acknowledgements of the signatures of the Bidder and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond or Payment Bond on behalf of a Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety.

ARTICLE 8 CONSTRUCTION CONTRACT

8.1 EXECUTION OF CONTRACT

The successful Bidder shall execute the Construction Contract in the form included in the Bidding Documents.

8.2 BOARD APPROVAL

The Construction Contract shall not be binding upon the County until it has been awarded by the Assistant CEO/EDA or Board of Supervisors, and executed by the Board Chair, or designee.

BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Bidder: _____

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Mental Health Crisis Center Demolition and Site Preparation

including, without limitation, the Plans, Specifications, and Reference Documents made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; and**
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$_____ (state in words) _____ dollars
and _____ cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)		State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
Alternate 1:		
Figures: \$ _____		<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____		
_____ Dollars _____ Cents		
Alternate 2:		
Figures: \$ _____		<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____		
_____ Dollars _____ Cents		
Alternate 3:		
Figures: \$ _____		<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____		
_____ Dollars _____ Cents		
Alternate 4:		
Figures: \$ _____		<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____		
_____ Dollars _____ Cents		
Alternate 5:		
Figures: \$ _____		<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____		
_____ Dollars _____ Cents		

THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.
2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.
3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).
4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

Individual Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Contractor's License: _____

Dept. of Industrial Relations

Registration No: _____

Corporation Bidder

Corporate Name
of Bidder: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

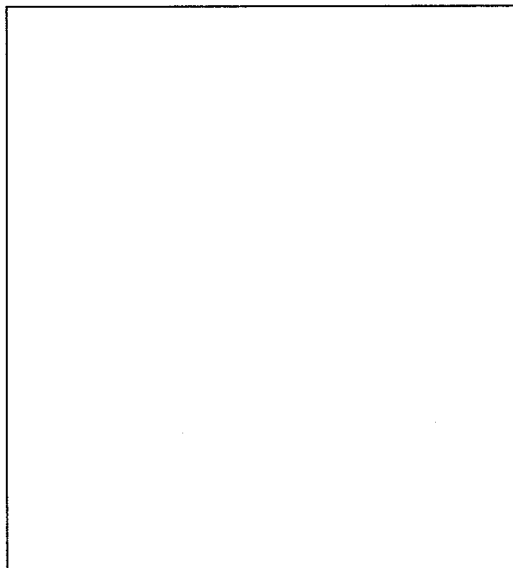
Business E-mail: _____

Contractor's License: _____

Dept. of Industrial Relations

Registration No: _____

Space for Corporate Seal and Attestation



Partnership Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Contractor's License: _____

Dept. of Industrial Relations

Registration No: _____

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

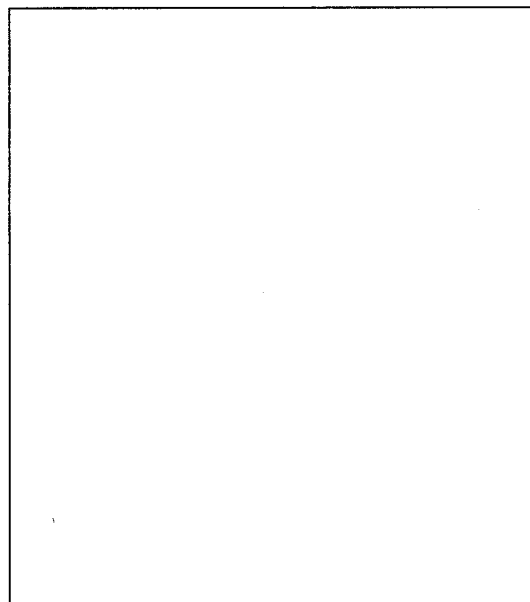
Business E-mail: _____

Contractor's License: _____

Dept. of Industrial Relations

Registration No: _____

Space for Corporate Seal and Attestation



Joint Venture Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Contractor's License: _____

Dept. of Industrial Relations

Registration No: _____

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

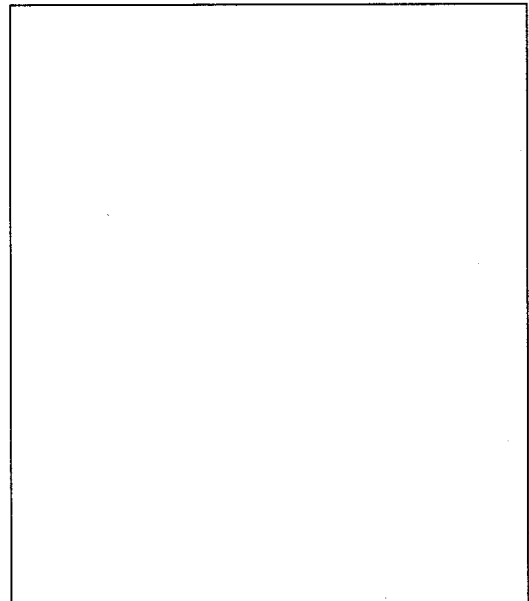
Business Address: _____

Business
Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation



Project No. _____

Bond No. _____

BID BOND

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned _____ (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated _____ 2015, in the amount of

(\$ _____) [Enter amount of Principal’s Bid Amount, as defined in the Instructions to Bidders] (“Bid Amount”) for the award by County to Principal of a contract (“Contract”) for the following Mental Health Crisis Center Demolition and Site Preparation (“Project”);

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

NOW THEREFORE, the Principal and _____ (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of _____ (\$ _____) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County’s bidding documents governing the bidding process applicable to such Bid (“Bidding Documents”) enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety’s liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any

withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

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

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Original Signature)
ATTORNEY-IN-FACT

Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached

BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- ☐ Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- ☐ cash,
- ☐ cashier's check payable to the order of the County of Riverside, or
- ☐ certified check payable to the order of the County of Riverside,

in the amount of _____
dollars/_____ cents (\$_____), which amount is equal to ten percent (10%)
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

Signature

Print Name of Bidder

Print Name of Signer

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>License Number</u>	<u>Location</u>

Date: _____

(Name of Bidder)

By: _____
(Signature of Bidder)

Address: _____

Phone: _____

**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.

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 that anyone shall 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 of 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].

[Signature of Declarant]

[Printed Name of Person Signing]

[Name of Bidder]

[Office or Title]

Iran Contracting Act

(Public Contract Code sections 2200-2208)

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

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

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

<i>Contractor 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>	<i>Executed in</i>	

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor 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>	<i>Executed in</i>	



**STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN
COUNTY AND CONTRACTOR**

by and between

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

MENTAL HEALTH CRISIS CENTER DEMOLITION AND SITE PREPARATION

9890 COUNTY FARM ROAD, RIVERSIDE

STANDARD FORM OF CONSTRUCTION CONTRACT

BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Agreement") is entered into on this _____ day of _____, 2015, and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and _____, ("Contractor") whose principal place of business is located at _____.

ARTICLE 1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2 PERFORMANCE OF WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

2.2.3 the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

2.2.4 Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than thirty (30) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than seven (7) Days after the actual occurrence of Substantial Completion.

3.1.3 Contract Adjustments. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of one thousand dollars (\$1,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

3.2.5 Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

3.2.6 Not a Limitation. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3. LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of one hundred Dollars (\$100) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

CONTRACTOR WAIVES THE RIGHT TO FURTHER RECOURSE OR RECOVERY OF COSTS OR DAMAGES BY REASON OF OR RELATED TO ANY DELAY (INCLUDING, WITHOUT LIMITATION, COMPENSABLE DELAY) THAT IS IN EXCESS OF OR NOT RECOVERED BY CONTRACTOR AS PART OF THE LIQUIDATED DAMAGES PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of _____ (\$_____).

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by County as set forth in Section 4.2, below.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or

obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

The Contract Price includes the following Alternates, which are described in the Contract Documents and are hereby accepted by County:

Number	Description	Dollar Amount
1		
2		
3		

4.3 UNIT PRICES

Unit prices agreed to by County and Contractor are as follows:

Description	Measurement Unit	Dollar Amount

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed Standard Form of Construction Contract Between County and Contractor.

5.1.2 General Conditions. The Contract Documents include the ☒ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Long Form) or ☐ General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
SEE EXHIBIT 'A' FOR TABLE OF CONTENTS SPECIFICATIONS.		

5.1.4 Drawings. The Contract Documents include the following Drawings:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'B' FOR LIST OF DRAWINGS			

5.1.5 Addenda. The Contract Documents include the following Addenda:

Addendum Number	Title	Date	Pages
1			
2			
3			
4			

5.1.6 Reference Documents. The Contract Documents include the following Reference Documents:

Sheet Number	Title	Date	Pages
SEE EXHIBIT 'C' FOR LIST OF REFERENCE DOCUMENTS			

**ARTICLE 6
SPECIAL REQUIREMENTS**

6.1 LABOR CODE SECTION 1861 CERTIFICATION

By signing below, Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and that he/she/it will comply with such provisions before commencing the performance of the Work.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

IN WITNESS WHEREOF, the parties hereto have made and executed four (4) originals of this Construction Contract, on _____
[to be filled in by Clerk of the Board].

"COUNTY"

COUNTY OF RIVERSIDE

By: _____
MARION ASHLEY, Chairman
Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
Marsha L. Victor
Principal Deputy County Counsel

"CONTRACTOR"

(sign on line above)

By: _____
(type name)

Title: _____

The following information must be provided
concerning the Contractor:

State whether Contractor is corporation,
individual, partnership, joint venture or other:

If "other", enter legal form of business:

Enter address:

Telephone: _____

Facsimile: _____

Email: _____

Employer State

Tax ID #: _____

State Contractor License #: _____

If Contractor is not an individual or corporation,
list names of 4 representatives who have
authority to contractually bind Contractor:

If Contractor is a corporation, state:

Name of President: _____

Name of Secretary: _____

State of Incorporation: _____

Project No. _____

Bond No. _____

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 2015, has awarded Construction Contract Number _____ ("Contract") to the undersigned _____ as Principal ("Principal") to perform the work ("Work") for the following project Mental Health Crisis Center Demolition and Site Preparation ("Project");

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

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

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

Project No. Project No.

Bond No. _____

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 2015, has awarded Construction Contract Number _____ ("Contract") to the undersigned _____ as Principal ("Principal") to perform the work ("Work") for the following project: Mental Health Crisis Center Demolition and Site Preparation, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors

by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

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

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

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

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

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

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 states:

"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.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

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

(Name of Contractor)

By:

(Name of Signer)

(Signature)

(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 contract.)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

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

1. The Bidder's employer identification number for state tax purposes is _____.
2. The Bidder's workers' compensation insurance policy number is _____ and the name, address, and telephone number of the insurance carrier providing said insurance is: _____.

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

Vehicle	Vehicle ID #	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)

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

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

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages

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

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

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

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

List of Independent Contractors	Current, local, state and federal contractor license identification number

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

☐ The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

☐ The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent

contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this _____ day of _____, in the year 2015 at _____, California.

(signature)

Type Name of Signer:

Type Name of Bidder:

SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED.
USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

TO: COUNTY OF RIVERSIDE
PROJECT: Mental Health Crisis Center Demolition and Site Preparation
PROJECT NO.: FM08410005931

Bidder requests Substitution of the following material, product, thing or service:

Specification Section	Article No.
<hr/>	<hr/>
Specified Item	Address
<hr/>	<hr/>
Manufacturer's Name	Model or Catalog Number
<hr/>	<hr/>
Trade Name of Product	Specified Fabricators and Suppliers
<hr/>	<hr/>

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

Respond to each of the following questions, attaching additional sheets if required:

In the case of a manufactured material, product or thing,
does the manufacturer certify that the proposed
Substitution is appropriate for use as an "equal" to
the material, product, or thing specified?

☐ **Yes**

☐ **No**

If so, attach such certification.

Are maintenance services available?

☐ Yes ☐ No

If so, describe scope and terms, including any limitations on maintenance services: _____

Are replacements materials, products or things, and all parts thereof, available?

☐ Yes ☐ No

Contractor agrees to provide specified item in the event this Substitution Request is denied?

☐ Yes ☐ No

Does the Substitution affect dimensions shown On Drawings?

☐ Yes ☐ No

If so, clearly describe changes: _____

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution?

☐ Yes ☐ No

Would the Substitution, if used, affect any other trades?

☐ Yes ☐ No

If so, describe each affect: _____

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents?

☐ Yes ☐ No

If so, describe each affect: _____

Are there any differences between Substitution and specified item?

☐ Yes ☐ No

If so, describe each difference: _____

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same?

☐ Yes ☐ No

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : _____

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section of the Specifications or as required by Governmental Authorities under Applicable Laws.

Contractor

County

By

Reviewed by:

Date

Date

Remarks

Design Consultant

Reviewed by:

SPACE RESERVED FOR COUNTY USE ONLY:

Decision on Substitution Request:

☐ **Grant**

☐ **Deny**

REFERENCE DOCUMENTS

1. Existing Facility Drawings
2. Geotechnical Reports (CHJ)
3. Building Hazmat (Department of Environmental Health)