

## Summary of Bids

TO:	Greg Priamos County Counsel	PROJECT:	Hemet Regional Service Center Parking Lot
FROM:	Cecilia Gil 955-8464 Board Assistant (COB)	BID DATE:	08/17/15
PROJ. MGR:	Susana Orozco (951) 955-9127	BID TIME:	10:00 a.m.
		ITEM/DATE:	#3-19 of 07/21/15

### **CONTRACTORS**

### **BASE BID AMOUNT**

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Hemet Mfg. Co. dba Genesis Construction  
PO Box 5399  
Hemet, CA 92544  
(951) 652-6977

Base Bid: \$485,777

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Roadway Engineering & Contracting, Inc.  
10247 Bellegrave Ave., Ste. 122  
Mira Loma, CA 91752  
(951) 360-6834

Base Bid: \$507,431

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HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION  
CONTRACTOR'S NAME \_\_\_\_\_

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY  
3403 10<sup>th</sup> STREET, SUITE 400  
RIVERSIDE, CA 92501  
(951) 955-9127

CONTRACT DOCUMENTS

**HEMET REGIONAL SERVICE CENTER  
PARKING LOT IMPROVEMENTS**

Prepared By  
Cozad & Fox, Inc.  
151 S. Girard Street  
Hemet, CA 92544  
(951) 652-4454

March 24, 2015

**CONTRACT COMPLETION SCHEDULE**

**A. Contract Completion Schedule**

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 120 calendar days from the date specified in the Notice to Proceed.

**B. Liquidated Damages**

Contractor is advised that "Liquidated Damages" of \$1,000 per calendar day will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

**CERTIFICATION OF BIDDER'S WORK SITE INSPECTION**

I certify that I have visited and inspected the work site on the following dates:

Site: Parking Lot at Date Visited: 8-10-15  
Riverside County's Hemet Regional Service Center  
749 N. State St., Hemet, CA. 92513

**Bidder's Authorized Representative**

Bruce E. Perry

Signature

Bruce E. Perry

Name (Print)

President

Title (Print)

**STATEMENT ON BONDS AND INSURANCE**

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

Bruce E. Peery President, Secretary, TREASURER

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

Hudson Insurance Company  
c/o Alliant Insurance Services  
701 B. ST. 4th FLOOR  
San Diego, CA. 92101

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

The Woodlitch Company  
One Park Plaza Suite 400  
Irwin, CA. 92614

NOTARY

STATE OF \_\_\_\_\_  
\_\_\_\_\_

) COUNTY OF  
)

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_

Personally appeared \_\_\_\_\_ ( )  
personally known to me or ( ) proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

Witness my hand and official seal.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary

NOTE: If notary elects to attach an acknowledgment form, Notary shall use the Notary  
Acknowledgment form attached at the end of this section (Bidding Documents), or, alternately,  
Notary may use a California All-Purpose Acknowledgement form, provided Notary completes  
the entire form, both the required and optional portions.

**CONTRACTORS PROPOSAL**

TO THE GOVERNING BOARD OF  
THE ECONOMIC DEVELOPMENT  
AGENCY OF RIVERSIDE COUNTY

Date 8/14/15

Bidder HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **PARKING LOT AT RIVERSIDE COUNTY'S HEMET REGIONAL SERVICE CENTER**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

for the total sum, including all applicable taxes, permits and licenses as follows:

**BID SCHEDULE  
FOR  
THE HEMET REGIONAL SERVICE CENTER PARKING LOT**

Bidder shall submit a proposal for each bid item, which shall include the Engineer's established Bid Schedule quantities, materials, labor, equipment and methods necessary for constructing the Work specified. Estimates are plus or minus ten percent (10%). Any quantity or material amount above the determined Engineer quantity plus ten (10%) shall be established in writing through the change order procedures. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items."

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization, Permits	LS	1	<u>75,912.00</u>	<u>75,912.00</u>
2	Traffic Control	LS	1	<u>3,000.00</u>	<u>3,000.00</u>
3	Dust Abatement	LS	1	<u>10,000.00</u>	<u>10,000.00</u>
4	Water Pollution Control	LS	1	<u>10,000.00</u>	<u>10,000.00</u>
5	Clearing and Grubbing	LS	1	<u>10,000.00</u>	<u>10,000.00</u>
6	Excavation	CY	1000	<u>35.00</u>	<u>35.00</u>
7	Remove Existing Concrete	SY	23	<u>150.00</u>	<u>150.00</u>
8	Remove Existing Concrete	LF	120	<u>30.00</u>	<u>30.00</u>

**HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS**

	Curb				
9	Remove Existing Asphalt Concrete Pavement	SY	105	25.00	2,625.00
10	Remove Existing Chain-link Fence	LF	450	4.00	1,800.00
11	Remove Existing Tree, Bush or Stump	EA	10	500.00	5,000.00
12	Place A.C. Pavement (30730 sf x 0.35' Thk)	TON	807	85.00	68,595.00
13	Place Aggregate Base	CY	570	75.00	42,750.00
14	Fog Seal	GAL	175	20.00	3,500.00
15	Construct 6" Type A-6 Curb and Gutter	LF	330	40.00	13,200.00
16	Construct 6" Type D Curb	LF	675	40.00	27,000.00
17	Construct 6" Type D Curb, Modified w/2' openings	LF	140	40.00	5,600.00
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Prices (in figures) Dollars/Cents</b>	<b>Item Total (in Figures) Dollars/Cents</b>
18	Construct 4" PCC Sidewalk	SF	370	10.00	3,700.00
19	Construct Curb Outlet w/steel Plate (D-306)	EA	1	6,500.00	6,500.00
20	Place 4" thick Decomposed Granite in Planters	CY	65	100.00	6,500.00
21	Construct Concrete Swale per Detail on Sht 2	LF	122	25.00	3,050.00
22	Construct 6' high Wrought Iron Fence	LF	805	35.00	28,175.00
23	Paint Parking Spaces, Handicap & CAV Spaces	LS	3800	2.00	7,600.00
24	Install "Handicap Parking Only" Signs	EA	4	150.00	600.00
25	Install Solar Powered Parking Lot Lights	EA	8	7,000.00	56,000.00
26	Construct 3'4" High Wall per Detail on Sht 2	LF	146	250.00	36,500.00

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**HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS**

27	Construct Concrete Velocity Dissipator per Details Shown on Sheet 3 of 3	CF	28.8	525.00	15,120.00
28	Install 3 Gravel, Placed 8" Thick	CY	10	100.00	1,000.00

**Item Total (in Figures)  
Dollars/Cents**

TOTAL SUM BID, ITEMS 1 THROUGH 29: Four Hundred Eighty-Five Thousand  
Words  
Seven Hundred Seventy-Seven (\$ 485,777.00 )  
Dollars  
Figures

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.



AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

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

Type of Organization: Corporation

Signed By Bruce E. Perry

Title of Signer Bruce E. Perry, President

Address of Bidder PO BOX 5399 Hemet CA 97544

Telephone Number 951-652-6977

Contractor's License 4336461 Classification A, B, C-36, NAZ, ASB

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

Project No. N/A

Bond No. N/A

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Hemet Manufacturing Company, Inc. dba Genesis Construction ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated August 17, 2015, in the amount of

(\$475,777.00) [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: Name of Project ("Project"); Hemet Regional Service Center Parking Lot Improvements

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 Hudson Insurance Company ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent of Bid Amount (\$ 10%) 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.

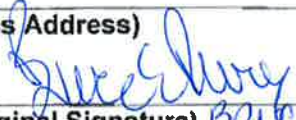
IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of August 12, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Affix Seal if Corporation**

Hemet Manufacturing Company, Inc. dba Genesis Construction  
**(Firm Name – Principal)**

P.O. Box 5399  
Hemet, CA 92544

**(Business Address)**

By   
**(Original Signature)** BRUCE E. PERRY

President  
**(Title)**

Hudson Insurance Company  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

100 William Street, 5th Floor  
New York, NY 10038

**(Business Address)**

By   
**(Original Signature)**

**ATTORNEY-IN-FACT** - Ryan E. Warnock

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On AUG 12 2015 before me, John Richard Flores JR., Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Ryan E. Warnock  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public John Richard Flores JR.



Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
Surety Company

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Lawrence F. McMahon, James Baldassare, Jr., Sarah Myers, Ryan E. Warnock  
of the State of California**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 4th day of December, 2014 at New York, New York.

(Corporate seal)  
  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
  
By Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

On the 4th day of December, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this AUG 12 2015 day of August, 2015

By Dina Daskalakis, Corporate Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of Riverside

On 8/14/15 before me, Christine Peterson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

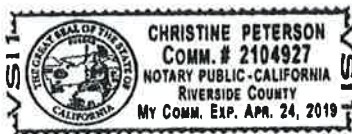
personally appeared Bruce E. Perry

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Place Notary Seal Above

Signature

Christine Peterson  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here


Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID SECURITY RECEIPT**

The undersigned Bidder has submitted a 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 1090  
dollars/ \_\_\_\_\_ cents (\$ \_\_\_\_\_), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION  
\_\_\_\_\_  
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.]:

Portion of Work	Subcontractor Name	Location	License Number
WEIGHT ION FENCE	Raincross Ironworks	20740 OakKnoll DR. Perkins CA 92570	7921071 1000009325
Paving	AAA Paving Co.	3330 N. LOCUST Rialto CA 92377	391074 1000005343
Concrete	Victor Concrete	1435 BARCELONA AVE Riverside CA.	1004077 1000025062

Date: 8/14/15

HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

(Name of Bidder)

By: Bruce E. Perry  
(Signature of Bidder) BRUCE E. PERRY, President

Address: PO BOX 5399  
Hemet CA 92344

Phone: 951-652-6977



**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

I am the President, Secretary, Treasurer 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 8/14/15 [date], at Hemet [city], California [state].

Bruce E. Peery  
[Signature of Declarant] Bruce E. Peery

Bruce E. Peery  
[Printed Name of Person Signing]

HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION  
[Name of Bidder]

President  
[Office or Title]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

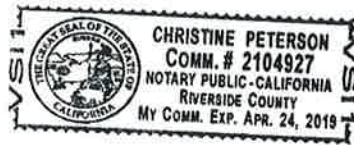
STATE OF CALIFORNIA

County of Riverside

On 8/14/15 before me, Christine Peterson, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Bruce E. Perry  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Christine Peterson  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer is Representing: \_\_\_\_\_

# 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>Hemet MFG. CO. INC.</i>	
Contractor Name/Financial Institution (Printed) DBA GENESIS CONSTRUCTION	Federal ID Number (or n/a) <i>915-33960732</i>
By (Authorized Signature) <i>Bruce E. Perry</i>	
Printed Name and Title of Person Signing <i>Bruce E. Perry, President</i>	
Date Executed <i>8/14/15</i>	Executed in <i>Hemet, CA</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.

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

Project No. \_\_\_\_\_  
Bond No. \_\_\_\_\_

**HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS**

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
HEMET MANUFACTURING CO., INC.	1000000732	CSLB:433661	06/01/2015	06/30/2018



State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **433661**

Entity **CORP**

Business Name **HEMET MANUFACTURING COMPANY  
INC DBA GENESIS CONSTRUCTION**

Classification **A B HAZ C36 ASB**

Expiration Date **01/31/2017**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



Member of THE CONSTRUCTION

GENESIS CONSTRUCTION

P.O. Box 5399

Hemet, California 92544

(951) 652-6977

100000073a

4336441

To: County of Riverside  
Clerk of the Board  
County Administrative Center  
4080 Lemon St.  
Riverside CA. 92501

Meritt Regional Service Center  
Parking Lot Improvements

Arizona

ht Delivery

# GOLDEN STATE OVERNIGHT 800-322-5555

Page 1 of 1



800-322-5555 www.gso.com

**Ship From**

HEMET MFG. CO. INC. DBA GENESIS CONSTRUCTION,  
CHRISSEY PETERSON  
600 NORTH STATE STREET  
HEMET, CA 92543

Tracking #: 528922047

PDS



**Ship To**

COUNTY OF RIVERSIDE  
CLERK OF THE BOARD 1ST FLOOR  
4080 LEMON STREET  
COUNTY ADMIN CENTER  
RIVERSIDE, CA 92501

**ONT**  
RIVERSIDE

COD: \$0.00

Weight: 0 lb(s)

D92501A

**Reference:**  
BID PROPSAL HEMET REG SVS CTR PKG LOT  
IMPROVEMENTS



**Delivery Instructions:**

DELIVER TO CO ADMIN CENTER 1ST FLOOR

41208779

**Signature Type:** REQUIRED

Print Date: 8/13/2015 12:50 PM

LABEL INSTRUCTIONS:

Attention to delivery

Extra

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

**HEMET REGIONAL SERVICE CENTER  
PARKING LOT IMPROVEMENTS**



COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY  
3403 10<sup>th</sup> STREET, SUITE 400  
RIVERSIDE, CA 92501  
(951) 955-9127

Prepared By:  
Cozad & Fox, Inc.  
151 S. Girard Street  
Hemet, CA 92544  
(951) 652-4454

June 22, 2015



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CONTRACTOR'S NAME Roadway Engineering & Contracting Inc.

COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY  
3403 10<sup>th</sup> STREET, SUITE 400  
RIVERSIDE, CA 92501  
(951) 955-9127

CONTRACT DOCUMENTS

**HEMET REGIONAL SERVICE CENTER  
PARKING LOT IMPROVEMENTS**

Prepared By  
Cozad & Fox, Inc.  
151 S. Girard Street  
Hemet, CA 92544  
(951) 652-4454

March 24, 2015

## NOTICE INVITING BIDS

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

### HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m. on 08/17/2015**, 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 **07/22/2015**, and up to amount of hours (**72**) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to Mission Reprographics, 2050 E. La Cadena Dr., Suite L, Riverside, California, 92507, upon payment. Notify Gary Schwalbe, Mission Reprographics at (951) 686-8828 ahead of time for plan production and cost information; website: <http://www.missionreprographics.com>. The Bidding Documents may also be viewed in person between the hours of **9:00 a.m. and 4:00 p.m.**, Monday through Friday, (except Holidays) at: Riverside County Economic Development Agency, 3403 Tenth Street, Suite 400, Riverside, CA 92501 For further information, contact Susana Orozco at the County of Riverside Economic Development Agency, whose telephone number is (951) 955-9127.

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 after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

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: **Class "A" license in the State of California or provide a combination of current and active specialty licenses as appropriate and qualified to perform the Work specified in the Contract Documents;**
- (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 starting January 1, 2015. 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.

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**HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS**

**Federal Requirements:** This project is being financed with Community Development Block Grant funds (24 CFR Part 570) from the U.S. Department of Housing and Urban Development (HUD). All contracts pertaining to this project will be subject to certain requirements including but not limited to: HUD Federal Labor Standards Provisions (HUD 4010) - Davis-Bacon Prevailing Wages; Section 3 Economic Opportunities Requirements (24 CFR Part 135); Special Federal Provisions; Additional Federal Requirements; and Executive Order #11246. Information pertaining to the Federal requirements is incorporated into this bid document and is on file with the County of Riverside Economic Development Agency.

Prevailing Wages: Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request. The Contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage requirements, as predetermined by the Secretary of Labor, are set forth in these documents issued for bidding purposes, referenced to herein as the "Special Federal Provisions", and in copies of these documents which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

For any specific labor classification employed on this project, the higher of the State Prevailing Wage or Federal Prevailing Wage (Davis-Bacon) must be paid.

Each bid proposal must be accompanied a certified or cashier's check, or bid bond issued by a surety admitted and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by the County) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to the COUNTY OF RIVERSIDE, and when delivered with a proposal, shall constitute a guarantee that the bidder will, if award is made in accordance with the terms or said bidder's proposal, execute a Contract in the County's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the County, or equivalent substitution in lieu of bonds, each for not less than one-hundred percent (100%) of the bid price and furnish Certificates of Insurance evidencing that all insurance coverage required by the contract has been secured.

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

THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY  
RIVERSIDE, CALIFORNIA

**BIDDING DOCUMENTS  
FOR  
THE HEMET REGIONAL SERVICE CENTER PARKING LOT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- A. Bidder shall submit a proposal for each bid item, which shall include the Engineer's established Bid Schedule quantities, materials, labor, equipment and methods necessary for constructing the Work specified. Estimates are plus or minus ten percent (10%). Any quantity or material amount above the determined Engineer quantity plus ten (10%) shall be established in writing through the change order procedures. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items.
- B. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- C. Bidder shall visit and inspect the Work site and complete the Certification of Bidder's Work Site Inspection to verify same.
- D. Quantities. The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate.

The Owner reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient.

Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.

- E. Bids. Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the time.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price will prevail, in (1) or (2), as follows:

1. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item "Total" column, then the amount set forth in the item "Total" column for the item shall be divided by the estimated quantity for the item and the price this obtained will be the unit price.
2. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County of Riverside's Final Estimate of cost. If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a Lump Sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid amount is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or Lump Sums. Written unit prices, item totals and Lump Sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.
3. Bids on Lump Sum items shall be item totals only; if any unit price for a Lump Sum item is included in a bid and it differs from the item total, the items total shall prevail.

As stated elsewhere, amounts shown in the Bid Proposal and Agreement as to quantities are merely estimates only. From time to time EDA may direct Contractor as to the prosecution of the work in such a manner as to increase or decrease such estimates as to the work actually to be done. Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit price set out in the Agreement.

THE COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY  
RIVERSIDE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

**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 to be constructed generally consists of the following: Parking Lot Improvements. The identifying name of the Project is Hemet Regional Service Center Parking Lot.

**1.2.2 Contract Time.** Substantial Completion of the Work must be achieved within one-hundred twenty (120) calendar Days from the Date of Commencement. Final Completion must be achieved within one-hundred twenty (120) 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 \$ 1,000.00 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 \$500.00 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: materials. Said County Materials Contract(s) are available for review by Bidders at name, address, and phone. Bidder is solely responsible to familiarize itself prior to submission of its Bid with the terms and conditions of such County Materials Contract(s). 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, to: (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 of license(s); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: description of work.

**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.

## **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. Class "A" license in the State of California or provide a combination of current and active specialty licenses as appropriate and qualified to perform the Work specified in the Contract Documents;

**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. 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.

## **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.

## **BIDDING DOCUMENTS**

### **3.1 COPIES**

**3.1.1 Availability.** Copies of Bidding Documents will be available, on and after **07/22/2015**, and up to amount (72) hours prior to the Bid Closing Deadline, for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, Mission Reprographics, 2050 E. La Cadena Dr., Suite L, Riverside, California, 92507, upon payment. Notify Gary Schwalbe, Mission Reprographics at (951) 686-8828 ahead of time, for plan production cost information; website: <http://www.missionreprographics.com>. Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed in person between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday (except Holidays) at: Riverside County Economic Development Agency (EDA), 3403 10th Street, Suite 400, Riverside, CA 92501. Bidders may retain their copies of Bidding Documents. For further information, contact Susana Orozco, Project Manager, at: (951) 955-9127.

**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 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, between the hours of 9:00 a.m. and 4:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the amount of 10 days prior to Bid Closing Deadline, by hand delivery, mail, fax or e-mail to the following: 3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501, Fax: (951) 955-9505, or email: [sorozco@rivcoeda.org](mailto:sorozco@rivcoeda.org) for delivery. No response will be made to requests for clarification received after that time.

**3.2.3 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.

**3.2.4 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, between the hours of 9:00 a.m. and 4:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the seventh (7th) Day prior to the Bid Closing Deadline, in writing, by hand delivery, mail, or fax to the following: 3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501, Fax: (951) 955-9505, or email: sorozco@rivcoeda.org for delivery. 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 prior to xx:00 a.m. of the second (2nd) working day before 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 Pre-Bid Conference (if any) or (2) have submitted a written request to County for notice of Addenda at location for submittal of request for notice of Addenda , 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.

## **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 nonerasable 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:

Bid Form, in the form specified in the Bidding Documents;

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;

Bid Security Receipt, in the form specified in the Bidding Documents;

Designation of Subcontractors, in the form specified in the Bidding Documents;

Non-Collusion Declaration, in the form specified in the Bidding Documents;

Iran Contracting Act Certification; and

**Federal Certifications** (found in the Special Federal Provisions of this bid document):

B-4 Certification of Bidder Regarding Non-segregated Facilities

B-5 County of Riverside Section 3 Affirmative Action Program

B-6 Bidder's Certification for Section 3 Compliance

B-6 (SUB) Subcontractor Certification for Section 3 Compliance

B-7 Bidder's Certification on Federal Contract Requirements

B-8 Questionnaire Regarding Bidders.

**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.

**4.1.16 Registration with Department of Industrial Relations.** 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 after March 1, 2015, 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 after April 1, 2015, without proof of current registration to perform public works.

## **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 a.m. to 4:00 p.m. up to the Bid Closing Deadline of **10:00 a.m. on 08/17/2015**. Bids must be received at the designated location prior to the Bid Closing Deadline. Bids or any Bid Submittal comprising a Bid, which 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  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 #1:** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder's prices on the Alternates.

**Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates that will be used for the purpose of determining the lowest Bid price:



1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Award Method #3:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates taken in the order as shown below which, when the Bidder's amount for the Alternate is added to or deducted from such Base Bid price, are less than, or equal to, the funding amount publicly disclosed by the County before the first Bid is opened:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Award Method #4:** The lowest Bid price shall be determined in a manner that will prevent any information that would identify any of the Bidders or any of their Subcontractors from being revealed to the County before the ranking of Bidders from lowest to highest has been determined.

**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  will not be used for the Project.

**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.

**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.

**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.

**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.

**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.

**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.

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

**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.

**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.

**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.

## **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 fourteen (14) 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:

The bid protest is in writing.

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.

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.

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.

## **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 amount of (10) 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 County at: Riverside County Economic Development

Agency (EDA), 3403 10th Street, Suite 400, Riverside, CA 92501, 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;  
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; 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 6.1 of the General Conditions and Section GC-19 of the Specifications; and
  - (2) **Schedule of Values** (e.g. AIA Type Document – Application and Certification for Payment), prepared by Bidder in the manner acceptable by County.

**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 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.

## **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.

## **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.

## **PAYMENT FOR ITEMS**

The following bid items are included in the Bid Proposal for providing a method of payment:

1. Payment for **“Mobilization”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals and permits/authorization required to establish a construction staging area(s) and place a construction trailer and equipment in accordance with the specifications.
2. Payment for **“Traffic Control ”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all Traffic Control Plans, labor, materials, tools, equipment, incidentals and permits/authorization required to prepare and gain approval of a traffic control plan and implement traffic control measures in accordance with the plans and specifications.
3. Payment for **“Soils and Material Testing”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals and permits/authorization required to provide soils and material testing and approvals.
4. Payment for **“Developing Water Supply”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals and permits/authorization required to develop a water supply in accordance with the specifications. No additional compensation will be allowed therefore.
5. Payment for **“Clearing and Grubbing”** will be made on a lump sum (LS) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, incidentals and permits/authorization required to remove and dispose of resulting material in accordance with the plans and specifications.
6. Payment for **“Excavation”** will be made on a cubic yard (CY) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment and incidentals required for excavating, sloping, rounding tops and end of excavations, loading, hauling, depositing, spreading and compacting the material complete in place, and preparing subgrade at the grading plane in accordance with the plans and specifications.
7. Payment for **“Remove Existing Concrete (Sidewalk, and Driveways)”** will be made on a per square foot (S.Y.) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to saw cut and remove existing sidewalks and driveways and legally dispose of the material in accordance with the plans and specifications.
8. Payment for **“Remove Existing Concrete Curb”** will be made on a linear foot (L.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to saw-cut and remove existing PCC curb and legally dispose of the material in accordance with the plans and specifications.
9. Payment for **“Remove Existing Asphalt Concrete Pavement”** will be made on a per square foot (S.Y.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing

all work involved and required to saw cut and remove existing asphalt concrete pavement and legally dispose of the material in accordance with the plans and specifications.

10. Payment for **“Remove Existing Fence”** will be made on a per linear foot (LF) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing fence and legally dispose of the material in accordance with the plans and specifications.
11. Payment for **“Remove Existing Tree, Bush or Stump”** will be made on a per each (EA) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to remove the existing tree, bush or stump, fill and compact the hole and legally dispose the tree in accordance with the plans and specifications.
12. Payment for **“Place 0.35 feet AC Pavement”** will be made on a per ton (TON) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required in providing and placing 0.35 feet AC pavement in accordance with the plans and specifications.
13. Payment for **“Place Aggregate Base”** will be made on a per cubic yard (C.Y.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to provide, place and compact aggregate base in accordance with the plans and specifications.
14. Payment for **“Apply Fog Sealant”** will be made on a per gallon (GAL) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to apply fog seal to new AC pavement in accordance with the plans and specifications.
15. Payment for **“Construct 6” Type A-6 Curb and Gutter”** will be made on a per lineal foot (L.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications.
16. Payment for **“Construct 6” Type D Curb”** will be made on a per linear foot (L.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications.
17. Payment for **“Construct 6” Type D Curb, modified w/2’ openings”** will be made on a per linear foot (L.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all the work involved and required to prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications.
18. Payment for **“Construct 4” PCC Sidewalk”** will be made on a per square foot (S.F.) basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place and remove forms and finish concrete in accordance with the plans and specifications.



19. Payment for **“Construct Curb Outlet w/Steel Plate (D-306)”** will be made on a per each (EA) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans and specifications.
20. Payment for **“Place 4” thick Decomposed Granite”** will be made on a per cubic yard (CY) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to place Decomposed Granite in accordance with the plans and specifications.
21. Payment for **“Construct Concrete Swale”** will be made on a per linear foot (L.F.) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place forms and reinforcement, remove forms and finish concrete in accordance with the plans and specifications.
22. Payment for **“Construct 6 foot High Wrought Iron Fence”** will be made on a per linear foot (L.F.) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to install fence in accordance with the plans and specifications.
23. Payment for **“Painting Parking Spaces, Handicap Spaces and Walkways and Clean Air Vehicle Spaces”** will be made on a Lump Sum (LS) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to Paint New Parking Spaces, Handicap Spaces and Walkways and Clean Air Vehicle Stalls in accordance with the plans and specifications.
24. Payment for **“Install “Handicap Parking Only” Signs”** will be made on an each (EA) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required install signs in accordance with the plans and specifications.
25. Payment for **“Install Solar Powered Parking Lot Lights”** will be made on a each (EA) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place lights in accordance with the plans and manufacturers specifications.
26. Payment for **“Construct 3’-4” High Wall”** will be made on a per linear foot (L.F.) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place forms and reinforcement, cmu block, remove forms and finish in accordance with the plans and specifications.
27. Payment for **“Construct Concrete Velocity Dissipator”** will be made on a per cubic foot (C.F.) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade, place forms and reinforcement, concrete, remove forms and finish in accordance with the plans and specifications.

28. Payment for **“Install 3”-5” Cobbled Gravel, 8” Thick”** will be made on a per cubic yard (C.Y.) unit basis, as specified in the Bidder’s Proposal, which shall include all costs for furnishing all labor, materials, tools, equipment, and incidentals, and performing all work involved and required to prepare sub-grade and place gravel in accordance with the plans and specifications.

**CONTRACT COMPLETION SCHEDULE**

A. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 120 calendar days from the date specified in the Notice to Proceed.

B. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000 per calendar day will be assessed for each calendar day that the Work remains incomplete following the contract completion, as adjusted for due cause by change order.

**CERTIFICATION OF BIDDER'S WORK SITE INSPECTION**

I certify that I have visited and inspected the work site on the following dates:

Site: HEMET REGIONAL SERVICE CENTER Date Visited: 8/13/15

**Bidder's Authorized Representative**

  
\_\_\_\_\_  
Signature  
Eric Alvarez  
\_\_\_\_\_  
Name (Print)  
President  
\_\_\_\_\_  
Title (Print)

**STATEMENT ON BONDS AND INSURANCE**

A. Names and addresses of all members of partnership or names and titles of all corporate officers:

Eric Alvarez - PRESIDENT, SECRETARY, TREASURER.

18800 LAKEPOINTE DR.

RIVERSIDE, CA 92503

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

B. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

PHILADELPHIA INDEMNITY INSURANCE COMPANY.

251 S. LAKE AVE, PASADENA, CA 91101

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

C. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address (es) of insurers agreeing to insurance coverage

WESCO INSURANCE

6610 SIERRA COLLEGE BLVD.

ROCKLIN, CA 95677

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

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On August 17, 2015, before me, Socorro Alvarez, Notary Public, personally appeared Eric Alvarez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal



Socorro Alvarez  
Socorro Alvarez, Notary Public

**OPTIONAL**

*Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.*

**Description of Attached Document**

Title or type of Document: Statement on Bonds and Insurance  
Document Date: 8/17/15 NO. of Pages: 1  
Signer(s) Other Than Named Above None

**Capacity(ies) Claimed by Signer**

Signer's Name: Eric Alvarez

- Individual
- Corporate Officer – Title(s): President
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:
- Signer is Representing: Roadway Engineering & Contracting Inc.

NOTARY

STATE OF \_\_\_\_\_  
\_\_\_\_\_

) COUNTY OF  
)

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_

Personally appeared \_\_\_\_\_ ( )  
personally known to me or ( ) proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

Witness my hand and official seal.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary

NOTE: If notary elects to attach an acknowledgment form, Notary shall use the Notary  
Acknowledgment form attached at the end of this section (Bidding Documents), or, alternately,  
Notary may use a California All-Purpose Acknowledgement form, provided Notary completes  
the entire form, both the required and optional portions.

**CONTRACTORS PROPOSAL**

TO THE GOVERNING BOARD OF  
THE ECONOMIC DEVELOPMENT  
AGENCY OF RIVERSIDE COUNTY

Date **8/17/15**

Bidder  
**Roadway Engineering & Contracting Inc.**

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions and the Supplementary General Conditions for the **PARKING LOT AT RIVERSIDE COUNTY'S HEMET REGIONAL SERVICE CENTER**, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

for the total sum, including all applicable taxes, permits and licenses as follows:

**BID SCHEDULE  
FOR  
THE HEMET REGIONAL SERVICE CENTER PARKING LOT**

Bidder shall submit a proposal for each bid item, which shall include the Engineer's established Bid Schedule quantities, materials, labor, equipment and methods necessary for constructing the Work specified. Estimates are plus or minus ten percent (10%). Any quantity or material amount above the determined Engineer quantity plus ten (10%) shall be established in writing through the change order procedures. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid items."

Item No.	Description	Unit	Estimated Quantity	Unit Prices (in figures) Dollars/Cents	Item Total (in Figures) Dollars/Cents
1	Mobilization, Permits	LS	1	34,000 -	34,000 -
2	Traffic Control	LS	1	2,300 -	2,300 -
3	Dust Abatement	LS	1	1,100 -	1,100 -
4	Water Pollution Control	LS	1	1,100 -	1,100 -
5	Clearing and Grubbing	LS	1	10,000 -	12,000 -
6	Excavation	CY	1000	80.00	8,000 -
7	Remove Existing Concrete	SY	23	70 -	1,610 -
8	Remove Existing Concrete	LF	120	9.30 -	1,116 -

**HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS**

	Curb					
9	Remove Existing Asphalt Concrete Pavement	SY	105		30-	3,150-
10	Remove Existing Chain-link Fence	LF	450		3.50-	1,575-
11	Remove Existing Tree, Bush or Stump	EA	10		350-	3,500-
12	Place A.C. Pavement (30730 sf x 0.35' Thk)	TON	807		90-	72,630-
13	Place Aggregate Base	CY	570		52-	29,640-
14	Fog Seal	GAL	175		10-	1,750-
15	Construct 6" Type A-6 Curb and Gutter	LF	330		24-	7,920-
16	Construct 6" Type D Curb	LF	675		20-	13,500-
17	Construct 6" Type D Curb, Modified w/2' openings	LF	140		30-	4,200-
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>		<b>Unit Prices (in figures) Dollars/Cents</b>	<b>Item Total (in Figures) Dollars/Cents</b>
18	Construct 4" PCC Sidewalk	SF	370		5-	1,850-
19	Construct Curb Outlet w/steel Plate (D-306)	EA	1		2,100-	2,100-
20	Place 4" thick Decomposed Granite in Planters	CY	65		150-	9,750-
21	Construct Concrete Swale per Detail on Sht 2	LF	122		50-	6,100-
22	Construct 6' high Wrought Iron Fence	LF	805		130-	104,650-
23	Paint Parking Spaces, Handicap & CAV Spaces	LS	3800		3.00 EA. <del>1.00</del>	11,400.00 <del>3,800</del>
24	Install "Handicap Parking Only" Signs	EA	4		200-	800-
25	Install Solar Powered Parking Lot Lights	EA	8		8,000-	64,000-
26	Construct 3'4" High Wall per Detail on Sht 2	LF	146		235-	34,310-

**HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS**



27	Construct Concrete Velocity Dissipator per Details Shown on Sheet 3 of 3	CF	28.8	100-	2,880-
28	Install 3 Gravel, Placed 8" Thick	CY	10	50-	500-

Item Total (in Figures)  
Dollars/Cents

TOTAL SUM BID, ITEMS 1 THROUGH 29: 499,831.00 <sup>E.A.</sup>

Words

FIVE HUNDRED SEVEN THOUSAND (\$ 507,431.00 )

Figures

FOUR HUNDRED THIRTY ONE -

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder: Roadway Engineering & Contracting Inc.

Type of Organization: CORPORATION

Signed By 

Title of Signer Eric Alvarez - President

Address of Bidder 10247 Bellegrave Ave., Ste. 122, Mira Loma, CA 91752

Telephone Number 951.360.6834

Contractor's License 874044 Classification A + B

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

Project No. N/A  
Bond No. N/A

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Roadway Engineering & Contracting, Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated August 17 2015, in the amount of Ten percent of amount bid (\$ 10%) [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: Name of Project ("Project"); Hemet Regional Service Center Parking Lot Improvements

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 Philadelphia Indemnity Insurance Company ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten percent of amount bid (\$ 10%) 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 August 14, 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.

Roadway Engineering & Contracting, Inc.  
**(Firm Name – Principal)**

**Affix Seal if Corporation**

10247 Bellegrave Ave., Suite #122  
Mira Loma, CA 91752

**(Business Address)**

By   
**(Original Signature)**

**Eric Alvarez - President**  
**(Title)**

Philadelphia Indemnity Insurance Company  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

251 S. Lake Ave., Suite 360  
Pasadena, CA 91101

**(Business Address)**

By   
**(Original Signature)**

**ATTORNEY-IN-FACT**  
Laurie B. Druck, Attorney-in-Fact

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

**CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside

On August 17, 2015, before me, Socorro Alvarez, Notary Public, personally appeared Eric Alvarez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal



Socorro Alvarez  
Socorro Alvarez, Notary Public

**OPTIONAL**

*Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.*

**Description of Attached Document**

Title or type of Document: Bid Bond

Document Date: 8/17/15

NO. of Pages: 1

Signer(s) Other Than Named Above None

**Capacity(ies) Claimed by Signer**

Signer's Name: Eric Alvarez

- Individual
- Corporate Officer – Title(s): President
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other:
- Signer is Representing: Roadway Engineering & Contracting Inc.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

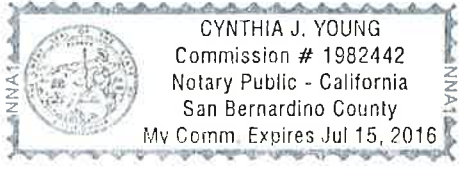
State of California )  
County of San Bernardino ) ss.

On August 14, 2015 before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

*Cynthia J. Young*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JAY P. FREEMAN, PAMELA MCCARTHY, CYNTHIA J. YOUNG AND LAURIE B. DRUCK OF ALLIANT INSURANCE SERVICES, INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

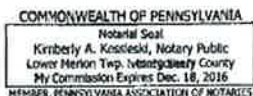
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14<sup>th</sup> day of August, 20 15.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

# BID SECURITY RECEIPT

The undersigned Bidder has submitted a 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 10% AMOUNT BID  
dollars/\_\_\_\_\_ cents (\$ 10% OF BID ), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

Signature \_\_\_\_\_

**Roadway Engineering & Contracting Inc.**

\_\_\_\_\_  
Print Name of Bidder

**Eric Alvarez - President**

\_\_\_\_\_  
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>Location</u>	<u>License Number</u>
ELECTRICAL	RYAN ELECTRIC	1340 W. PRINCETON ST OAKLAND, CA 94612	790924
STRIPING	SOUTH COAST STRIPING	P.O. BOX 1050 TUSTIN, CA 92781	847119

Date: 8/17/15

**Roadway Engineering & Contracting Inc.**

(Name of Bidder)

By: 

(Signature of Bidder)

Address: 10247 Bellegrave Ave., Ste. 122

Mira Loma, CA 91752

Phone: 951.360.6834

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

**Roadway Engineering & Contracting Inc.**

I am the President 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 8/17/15 [date], at MIRA LOMA [city], CA [state].

\_\_\_\_\_  
[Signature of Declarant]

**Eric Alvarez**

\_\_\_\_\_  
[Printed Name of Person Signing]

**Roadway Engineering & Contracting Inc.**

\_\_\_\_\_  
[Name of Bidder]

**President**

\_\_\_\_\_  
[Office or Title]

**JURAT**

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 17th day of August 2015, by Eric Alvarez,  
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Socorro Alvarez  
Socorro Alvarez, Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal of this form to another document.*

**Description of Attached Document**

Title or type of Document: Non-Collusion Declaration

Document Date: 8/17/15 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above None

## 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> Roadway Engineering & Contracting Inc.		<i>Federal ID Number (or n/a)</i> 13-4318992
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Eric Alvarez - President		
<i>Date Executed</i> 8/17/15	<i>Executed in</i> MIRA LOMA, CA	

### **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>	

Project No. \_\_\_\_\_

Bond No. \_\_\_\_\_

## Additional Federal Requirements

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 84, Part 85, and Part 570). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

2. ***Copeland "Anti-Kickback" Act*** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

3. ***Davis-Bacon Act, as amended*** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

4. ***Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)***: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. ***Rights to Inventions Made Under a Contract or Agreement***— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. ***Rights to Data and Copyrights*** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. ***Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)***, as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. ***Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)***— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

9. ***Debarment and Suspension (E.O.s 12549 and 12689)***—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of

parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. ***Drug-Free Workplace Requirements***—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. ***Access to Records and Records Retention***: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. ***Federal Employee Benefit Clause***: No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. ***Energy Efficiency***: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENT

Name of Bidder: Roadway Engineering & Contracting Inc.

The above named Bidder hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.**

Signature: 

Name (Print): Eric Alvarez

Title: President

Date: 8/17/15



**COUNTY OF RIVERSIDE  
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS  
AND  
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

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## AFFIRMATIVE ACTION POLICY STATEMENT

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The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. Lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. Insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. Insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. Provide a system to periodically monitor and evaluate the effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

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## II DEFINITION OF TERMS

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1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.5.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are fifty-one (51) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.5.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

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## III SPECIFIC AFFIRMATIVE ACTION STEPS

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In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least as extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, *12 U.S.C. 1701u*. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for, or recipient of, the Federal financial assistance, take appropriate action pursuant to the sub-tier contract upon finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

All contractors and their subcontractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Plan should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
2. Goals (in percentage) relative to utilization of lower income persons in project area.
3. Goals relative to the project dollar amount of subcontractors to be awarded to project area business.

---

## IV DISSEMINATION OF SECTION 3 PROGRAM POLICY

---

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

---

## V PROGRAM EVALUATION

---

Pursuant to Section 3 requirements (24 CFR 135.72,) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and subcontractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

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## VI COMPLAINT PROCEDURE

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### **Who may file a complaint?**

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;

2. Any Section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

**Where to file a complaint?**

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Washington, DC, 20410.

---

Questions regarding Section 3 compliance, procedures for filing a complaint, or the County of Riverside's Affirmative Action Program, should be addressed to:

Economic Development Agency  
CDBG Program Administrator - Section 3 Program  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

**(951) 955-8916**

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**

(Housing and Community Development Act of 1968)

Project Title: HEMET REGIONAL SERVICE CENTER Amount of Bid: AAA, 507,431.00  
PARKING LOT IMPROVEMENTS E.A.

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

*GA*

Complete your proposed workforce plan for this project below:

Initial Here

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS	2	0	0	0
TECHNICIANS	0	0	0	0
OFFICE/CLERICAL	1	0	0	0
CONSTRUCTION BY TRADE				
TRADE LABOR	4	0	0	0
TRADE OPERATOR	1	0	0	0
TRADE CEMENT mason	3	0	0	0
TRADE				
TRADE				
TRADE				
APPRENTICE TRAINING	1	0	0	0
OTHER				
TOTAL	12	0	0	0

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Subcontractor Database prior to selecting any subcontractor for my bid submittal. ca

Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors. cel

Initial Here

Complete your Subcontracting Plan for this project below:

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	30% EMPLOYEE
ELECTRICAL	25,000.00	NO	—	—
Striping	7,000.00	NO	—	—

Bidder (Company) Name: ROADWAY ENGINEERING & CONTRACTING, INC.

Authorized Representative (Type Name): ERIC ALVAREZ

Signature: [Signature]

Date: 01/17/15





SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

Bidder (Company) Name: Ryan Electric

Authorized Representative (Type Name): ERIC ALYARZ

Signature: 

Date: 8/17/15

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

(Housing and Community Development Act of 1968)

Project Title: HEMET REGIONAL SERVICE CENTER PARKING LOT Amount of Subcontract: 507,431-

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

*[Handwritten Signature]*

Initial Here

**Complete your proposed workforce plan for this project below:**

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL	1	0	0	0
CONSTRUCTION BY TRADE				
TRADE <i>Labour</i>	3	0	0	0
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL	4	0	0	0

SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE

Bidder (Company) Name: South Coast Striping

Authorized Representative (Type Name): ERIC ALVAREZ.

Signature: 

Date: 8/17/15

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: HEMET REGIONAL SERVICE CENTER  
PARKING LOT IMPROVEMENTS

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
4. If my bid is \$100,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: ROADWAY ENGINEERING & CONTRACTING, INC.

CONTRACTOR'S LICENSE NO.: 879044

ADDRESS: 10247 Bellegrave Ave., Ste. 122, Mira Loma, CA 91752

AUTHORIZED REPRESENTATIVE: Eric Alvarez – President (Type Name)

SIGNATURE: 

DATE: 8/17/15

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of Roadway Engineering & Contracting Inc., since 1/11/06 (Date).

**Present business address is:** 10247 Bellegrave Ave., Ste. 122, Mira Loma, CA 91752

**Federal Tax ID:** 13-438992 **Amount of Bid \$** \_\_\_\_\_

**State of California Contractor's License No.:** 874044

**Expiration Date:** 3/31/10

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned       Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern       Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

Roadway Engineering  
Contracting

1247 Bellegrave Ave.

Ste. 122

Irma Loma, CA 91752

SEALD BID RECEIVED  
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2015 AUG 17 AM 9:56

SEALD BID  
Hemet Regional  
Service Center Parking  
Lot Improvements

4080 Lemon St.,  
Riverside, CA 92501

Roadway



# MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGE

DATE: August 27, 2015  
TO: Cecilia Gil, Deputy  
Clerk of the Board  
FROM: Marsha L. Victor  
Principal Deputy  
RE: Bids for Hemet Regional Service Center Parking Lot

The two bids submitted for the above referenced project have been reviewed by this office. Upon checking the mathematical calculations in the bids, the bid amounts appear to be as follows:

Hemet Mfg. Co. dba Genesis Construction	Base Bid:	\$ 527,612.00
Roadway Engineering & Contracting Inc.	Base Bid:	\$ 435,431.00

The error in the Hemet Mfg. Co. bid was due to an error in extension of the bid numbers in line items 6 – 8. Upon correction of those numbers in accordance with the Supplemental Instructions to Bidders paragraph E., the total base bid amount was adjusted. (We also note that this package was missing the Federal bid forms.)

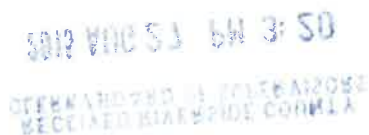
The error in the bid amount for Roadway Engineering & Contracting Inc. appears to be a math error in adding the total. Upon rechecking the extension of the numbers and the total addition, the total base bid amount was adjusted.

All original documents are returned herewith.

MLV

Attachments

cc: Susana Orozco



G:\contract\mvictor\EDA\Hemet Regional Service Ctr Parking Lot\Bid Summary Memo





# MEMORANDUM

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RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGE

DATE: August 31, 2015

TO: Cecilia Gil, Deputy  
Clerk of the Board

FROM: Marsha L. Victor  
Principal Deputy

RE: Bids for Hemet Regional Service Center Parking Lot

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The two bids submitted for the above referenced project have been reviewed by this office. The bids are as shown in your summary of bids.

We note that the Hemet Mfg. Co. bid was missing all the Federal bid forms.

All original documents are returned to your custody.

  
MLV

Attachments

cc: Susana Orozco

**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: The Hemet Regional Service Center Parking Lot  
Name of Bidder: HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

Signature: Bruce E. Perry

Name (Print): Bruce E. Perry

Title: President

Date: 8/14/15

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2015 AUG 31 AM 11:44

**COUNTY OF RIVERSIDE  
AFFIRMATIVE ACTION PROGRAM**

**ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS  
AND  
SECTION 3 BUSINESS CONCERNS**

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD Assistance for housing.

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## AFFIRMATIVE ACTION POLICY STATEMENT

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The County of Riverside, as the Community Development Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.
2. Lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.
2. Insure that project area business are afforded a maximum feasible opportunity to bid on contracts.
3. Insure that contractors understand and comply with their obligations under the *Act (24 CFR Part 135)*.
4. Provide a system to periodically monitor and evaluate the effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a *Section 3 Affirmative Action Program*. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The Executive Director of the Community Development Agency will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

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## II DEFINITION OF TERMS

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1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.5.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are fifty-one (51) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.5.
3. Contracting party: Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.
4. Contractor: Means any entity which performs work in connection with a Section covered project.
5. Lower income resident of the area: A person residing in the Community Development Block Grant project area of the County of Riverside whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).
6. Project area: In most cases the project area will be bounded by the County limits (or participants' City limits as applicable). However, priority shall be given to persons living within the County's Impact Areas.

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## III SPECIFIC AFFIRMATIVE ACTION STEPS

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In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least as extensive and specific as the following:

- Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:
- Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, *12 U.S.C. 1701u*. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for, or recipient of, the Federal financial assistance, take appropriate action pursuant to the sub-tier contract upon finding that the subcontractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

All contractors and their subcontractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Plan should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).
2. Goals (in percentage) relative to utilization of lower income persons in project area.
3. Goals relative to the project dollar amount of subcontractors to be awarded to project area business.

---

**IV**

**DISSEMINATION OF SECTION 3 PROGRAM POLICY**

---

In order that all contractors of the County of Riverside have a full understanding of the County's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:

1. All advertisements and invitations to bid will include the County's Section 3 Affirmative Action Plan requirements.
2. All Community Development Block Grant contracts will include the County's Section 3 Affirmative Action Plan.
3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

---

**V**

**PROGRAM EVALUATION**

---

Pursuant to Section 3 requirements (24 CFR 135.72,) the County of Riverside, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and subcontractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.
2. Set forth evidence, acceptable to the Executive Director or the Community Development Agency that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

---

**VI**

**COMPLAINT PROCEDURE**

---

**Who may file a complaint?**

The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

1. Any Section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more Section 3 residents;

2. Any Section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient or contractor, or by an individual representative of Section 3 business concerns.

### **Where to file a complaint?**

A complaint must be filed with the:

Assistant Secretary for Fair Housing and Equal Opportunity  
Department of Housing and Urban Development  
Washington, DC, 20410.

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Questions regarding Section 3 compliance, procedures for filing a complaint, or the County of Riverside's Affirmative Action Program, should be addressed to:

Economic Development Agency  
CDBG Program Administrator - Section 3 Program  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

**(951) 955-8916**



**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**  
 (Housing and Community Development Act of 1968)

Project Title: The Hemet Regional Service Center Amount of Bid: \$485,777.00  
Parking LOT

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

BL

Complete your proposed workforce plan for this project below:

Initial Here

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS	1	0	0	0
TECHNICIANS	0	0	0	0
OFFICE/CLERICAL	2	0	0	0
CONSTRUCTION BY TRADE				
TRADE <u>Labelers</u>	10	0	0	0
TRADE <u>operators</u>	10	0	0	0
TRADE <u>Cement Masons</u>	3	0	0	0
TRADE <u>Teamsters</u>	1	0	0	0
TRADE				
TRADE				
APPRENTICE	1	0	0	0
TRAINING				
OTHER				
TOTAL				

BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will request and review the County of Riverside Section 3 Subcontractor Database prior to selecting any subcontractor for my bid submittal.

RD  
Initial Here

I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors.

RD  
Initial Here

Complete your Subcontracting Plan for this project below:

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	30% EMPLOYEE
wrought Iron Fence	\$25,000.00	NO		
Painting	\$60,000.00	NO		
Concrete	\$50,000.00	NO		

HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): Bruce E. Peery, President

Signature: [Handwritten Signature]

Date: 8/14/15

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**  
 (Housing and Community Development Act of 1968)

Project Title: \_\_\_\_\_ Amount of Subcontract: \_\_\_\_\_

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$100,000:

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency. \_\_\_\_\_

Initial Here

**Complete your proposed workforce plan for this project below:**

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

Bidder (Company) Name: \_\_\_\_\_

Authorized Representative (Type Name): \_\_\_\_\_

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

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

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: The Hemet Regional Service Center Parking LOT

CERTIFICATION:

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
3. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
4. If my bid is \$100,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION

CONTRACTOR'S LICENSE NO.: 4331d01

ADDRESS: PO BOX 5399 Hemet CA 92544

AUTHORIZED REPRESENTATIVE: Bruce E. Peeley, President (Type Name)

SIGNATURE: Bruce E. Peeley

DATE: 8/14/15

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of HEMET MFG. CO., INC.  
DBA GENESIS CONSTRUCTION, since 3/16/1979 (Date).

Present business address is: PO BOX 5399 Hemet CA 92544

Federal Tax ID: 95-3396732 Amount of Bid \$ 485,777.00

State of California Contractor's License No.: 4331661

Expiration Date: Jan. 31, 2017

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned       Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern       Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

**LIST OF SUBCONTRACTORS**

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
Raincross IRONWORKS	33-0178256	\$ 25,000.00	20140 Chaknoll Drive PERKINS CA. 92570 951-684-3466
AAA PAVING CO.	95-3978037	\$ 60,000.00	3330 N. LOCUST AVE RIALTO, CA. 92377 909-829-4041
Victor Concrete	47446057	\$ 50,000.00	1035 BARCELONA AVE RIVERSIDE CA. 951-666-4215

**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
Robertson's Concrete	200 S. Main St. Ste 200 CORONA, CA. 92882 800-834-7557	\$5,000.00
Hanson's Aggregates	Calaveras East of Temsel Cyn Rd. CORONA, CA. 92831 909-913-2586 951-371-7625	\$10,000.00

This form is to be completed and submitted with the bid package.



### Shipping Instructions

1. Attach your tracking label
2. Seal Envelope Completely
3. Place Envelope in Drop box or schedule courier pickup at 800-322-5555 or on the web at [www.gso.com](http://www.gso.com)

Page 1 of 1



GLOBAL START OVERNIGHT

CLERK OF SUPERIOR COURT  
COUNTY OF RIVERSIDE  
CLERK OF THE BOARD OF SUPERVISORS

2015 AUG 31 AM 9:17

800-322-5555 [www.gso.com](http://www.gso.com)

For Cl  
to op  
1-8(

Ship From  
HEMET MFG. CO. INC. DBA GENESIS CONSTRUCTION.  
CHRISSE PETERSON  
600 NORTH STATE STREET  
HEMET, CA 92543

Tracking #: 529097943



PDS

WV

Ship To  
COUNTY OF RIVERSIDE  
CLERK OF THE BOARD 1ST FLOOR SUSANA OROZCO  
4080 LEMON STREET  
COUNTY ADMIN CENTER  
RIVERSIDE, CA 92501

ONT  
RIVERSIDE

Pr

COD: \$0.00  
Weight: 0 lb(s)  
Reference:  
BID PROPOSAL DOCUMENTS  
Delivery Instructions:  
DELIVER TO SUSANA OROZCO  
Signature Type: REQUIRED

D92501A



41804407

LABEL INSTRUCTIONS:

Print Date: 8/28/2015 2:58 PM

Priority Overnight Delivery • California • Nevada • Arizona • New Mexico

Used



FOR BILLING INQUIRIES:  
CALL (951) 368-9710  
EMAIL [billinginquiry@pe.com](mailto:billinginquiry@pe.com)

DATE	ORDER NUMBER	PO Number	PRODUCT	RATE	SIZE	AMOUNT
7/28/15	0010073927		PE Riverside	1.45	2 x 173 Li	501.70
8/4/15	0010073927		PE Riverside	1.30	2 x 173 Li	449.80

Invoice text: NIB: HEMET REGIONAL SERVICE CENTER PARK

RECEIVED RIVERSIDE COUNTY  
 CLERK / BOARD OF SUPERVISORS  
 2015 AUG - 7 AM 11:34

EDA  
3-19 of 07/21/15

**BALANCE DUE**

951.50

**Legal Advertising Invoice**

SALES/CONTACT INFORMATION		ADVERTISER INFORMATION		
	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
Maria Tinajero 951-368-9225	08/04/2015	1100141323	1100141323	BOARD OF SUPERVISORS

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

**FREEDOM**  
NEWS GROUP

**THE PRESS-ENTERPRISE**

Legal Advertising Invoice

ADVERTISER/CLIENT NAME		
BOARD OF SUPERVISORS		
BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
08/04/2015	1100141323	1100141323
BALANCE DUE	ORDER NUMBER	TERMS OF PAYMENT
951.50	0010073927	DUE UPON RECEIPT

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
'P.O. BOX 1147'  
RIVERSIDE, CA 92502

The Press-Enterprise  
File 1555  
1801 W Olympic Blvd  
Pasadena, CA 91199-1555

# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

## PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

### PROOF OF PUBLICATION OF

Ad Desc.: NIB: HEMET REGIONAL SERVICE CENTER PARK

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, under date of February 4, 2013, Case Number RIC 1215735, under date of July 25, 2013, Case Number RIC 1305730, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

07/28, 08/04/2015

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

Date: Aug 04, 2015

At: Riverside, California



BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
P.O. BOX 1147  
RIVERSIDE, CA 92502

Ad Number: 0010073927-01

P.O. Number:

## Ad Copy:

### NOTICE INVITING BIDS

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

#### HEMET REGIONAL SERVICE CENTER PARKING LOT IMPROVEMENTS

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 10:00 a.m. on 08/17/2015, 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 07/22/2015, and up to amount of hours (72) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to Mission Reprographics, 2050 E. La Cadena Dr., Suite L, Riverside, California, 92507, upon payment. Notify Gary Schwaibe, Mission Reprographics at (951) 686-8828 ahead of time for plan production and cost information; website: <http://www.missionreprographics.com>. The Bidding Documents may also be viewed in person between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, (except Holidays) at: Riverside County Economic Development Agency, 3403 Tenth Street, Suite 400, Riverside, CA 92501 For further information, contact Susana Orozco at the County of Riverside Economic Development Agency, whose telephone number is (951) 955-9127.

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 after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

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: **Class "A" license in the State of California or provide a combination of current and active specialty licenses as appropriate and qualified to perform the Work specified in the Contract Documents;**

(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 starting January 1, 2015. 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.

**Federal Requirements: This project is being financed with Community Development Block Grant funds (24 CFR Part 570) from the U.S. Department of Housing and Urban Development (HUD). All contracts pertaining to this project will be subject to certain requirements including but not limited to: HUD Federal Labor Standards Provisions (HUD 4010) - Davis-Bacon Prevailing Wages; Section 3 Economic Opportunities Requirements (24 CFR Part 135); Special Federal Provisions; Additional Federal Requirements; and Executive Order #11246. Information pertaining to the Federal requirements is incorporated into this bid document and is on file with the County of Riverside Economic Development Agency.**

Prevailing Wages: Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, as set forth on the schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request. The Contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor. These wages are set forth in the General Prevailing Wage Rates for this project,

available from the California Department of Industrial Relations' Internet web site at [www.dir.ca.gov](http://www.dir.ca.gov). Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Federal minimum wage requirements, as predetermined by the Secretary of Labor, are set forth in these documents issued for bidding purposes, referenced to herein as the "Special Federal Provisions", and in copies of these documents which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

For any specific labor classification employed on this project, the higher of the State Prevailing Wage or Federal Prevailing Wage (Davis-Bacon) must be paid.

Each bid proposal must be accompanied a certified or cashier's check, or bid bond issued by a surety admitted and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by the County) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to the COUNTY OF RIVERSIDE, and when delivered with a proposal, shall constitute a guarantee that the bidder will, if award is made in accordance with the terms of said bidder's proposal, execute a Contract in the County's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the County, or equivalent substitution in lieu of bonds, each for not less than one-hundred percent (100%) of the bid price and furnish Certificates of Insurance evidencing that all insurance coverage required by the contract has been secured.

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

Dated: July 23, 2015

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

7/28, 8/4