

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



ITEM  
3.22  
(ID # 4633)

**MEETING DATE:**

Tuesday, July 25, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Goodhope Park Improvements Project - California Environmental Quality Act Exempt, Approval of Preliminary Project Budget and Plans and Specifications to Advertise for Bids, District 1. [\$510,804 - Community Development Block Grant Fund - 100%] (Clerk to File Notice of Exemption)

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

1. Approve and include the Goodhope Park Improvements (Goodhope Park) Project on the Capital Improvement Program (CIP) project list;
2. Find that the Goodhope Park Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption; Section 15301 New Construction or Conversion of Small Structures; and Section 15061 (b)(3) "Common Sense" Exemption and direct the Clerk of the Board to file the Notice of Exemption;

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA

6/28/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: July 25, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

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

3. Approve the preliminary project budget in the amount of \$510,804 for the Goodhope Park Project, and authorize the use of the Community Development Block Grant (CDBG) Fund, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;
4. Approve the plans and specifications for the bidding and construction of the Goodhope Park Project and authorize EDA to advertise for bids;
5. Upon completion of the bid process, authorize the Assistant County Executive Officer/EDA to submit the contract for award of the bid, to the lowest responsive and responsible bidder to the Chairman of the Board, and authorize the Chairman to execute the agreement on behalf of the Board, provided that, if any of the following occur, the award will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error; and
6. Authorize the Assistant County Executive Officer/EDA to administer the contract for the awarded low bidder in accordance with applicable Board policies.

| <b>FINANCIAL DATA</b>  | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>  | \$ 510,804                  | \$ 0                     | \$ 510,804                | \$ 0                |
| <b>NET COUNTY COST</b>   | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Community Development Block Grant<br>Fund – 100% |                             |                          | <b>Budget Adjustment:</b> | No                  |
|  |                             |                          | <b>For Fiscal Year:</b>   | 2017/18             |

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

**BACKGROUND:**

**Summary**

On April 28, 2015, Item 9.1, the Board of Supervisors (Board) approved the allocation of CDBG Funds to the Goodhope Park project as part of the 2015-2016 one year Action Plan. The funds were provided to the Riverside County Regional Parks and Open Space District who was managing the property at the time. In January 2017, the project was transferred to EDA to complete the design activities and implement construction.

The scope of work includes but is not limited to: clearing and grubbing, demolition of various items, grading, development of a new turf field and perimeter walking trail; stack/geo block retaining walls, drainage improvements and water quality dry stream-bed drainage channel with

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

sums; new 8' and 4" chain link interior fence, concrete work, park solar lighting and play area base; matting and play curb, irrigation, landscape planting, turf establishment and maintenance.

In order to complete the work, avoid impacts and meet project schedule commitments, EDA recommends the Board of Supervisors (Board) approve the preliminary project budget in the amount of \$510,804 and plans and specifications, authorize EDA to advertise the Notice Inviting Bids for the project, and in accordance with Board Policy B-11, upon completion of the bid process, authorize the Assistant County Executive Officer/EDA to submit the contract for award of the bid to the Chairman of the Board provided that if any of the following occur, the award will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error.

Pursuant to CEQA, the project was reviewed and determined to be categorically exempt under CEQA Guidelines Section 15301 Class 1-Existing Facilities Exemption, Section 15303 New Construction or Conversion of Small Structures, and Section 15601 (b)(3) Common Sense Exemption. The project will include repairs and renovations to the existing park and would not result in an expansion or change in use. No direct or indirect physical environmental impacts are anticipated from the improvements to Goodhope Park; therefore, EDA recommends the Clerk of the Board to file the Notice of Exemption.

**Impact on Residents and Businesses**

The Goodhope Park project will promote community involvement and safety. Construction has been scheduled to minimize any impact to the existing community center and maximize construction efficiency and project costs. No direct impact to local businesses is anticipated.

**Additional Fiscal Information**

The approximate allocation of the preliminary project budget is as follows:

| PROJECT BUDGET LINE ITEMS                       | BUDGET CATEGORY | PROJECT BUDGET AMOUNT |
|---|-----------------|-----------------------|
| Architectural Design                            | 1               | 33,814                |
| Construction Management                         | 2               | 0                     |
| Construction Contract                           | 3               | 339,287               |
| Offsite Construction                            | 4               | 0                     |
| Project Management / Plan Check and Inspections | 5               | 11,250                |

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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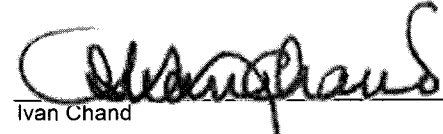
|  |   |                   |
|--|---|-------------------|
| Fixtures, Furnishings, Equipment         | 6 | 0                 |
| Other Soft Costs / Specialty Consultants | 7 | 14,800            |
| Project Contingency                      | 8 | 46,437            |
| Minor Construction                       | 9 | 65,216            |
| <b>Preliminary Project Budget</b>        |   | <b>\$ 510,804</b> |

All costs associated with this Board action will be 100% funded by the CDBG Fund; therefore no departmental budget adjustment is required at this time.

Attachments:

Specifications  
Notice of Exemption

RF:JV:VC:SP:CW:BL:mg    FM08190008506    4633-13620  
S:\Project Management Office\FORM 11'S\Form 11's in Process\4633 - 13620\_D5 - 008506 - Goodhope Park Improv - In Princ,  
Prelim ProjBdgt, Plans & Specs\_072517.doc

   
Nehini Basika, Principal Management Analyst    7/17/2017    Ivan Chand    7/17/2017

  
Gregory V. Priaplos, Director County Counsel    7/12/2017



Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.  
7/27/17 KB  
Date Initial

## NOTICE OF EXEMPTION

June 26, 2017

**Project Name:** Riverside County Goodhope Community Park Improvement Project, Mead Valley

**Project Number:** FM08190008506

**Project Location:** 21565 Steele Peak Drive, unincorporated area of Mead Valley, Riverside County, California 92570;  
Assessor's Parcel Numbers (APNs) 343-220-033, 343-220-034, (See attached exhibits)

**Description of Project:** In March 2017, the Community Development Block Grant Division submitted and approved a project request to improve Goodhope Community Park with the addition of an active recreation turf area, irrigation, walking trail, improvements to the play area, curbing and fencing, landscaping, and a dry stream-bed drainage channel. There are also alternative additive options that could be implemented, which include a wood mulch area, a new pavilion, and an upgraded decomposed granite trail. In order to complete the work, avoid impacts and meet project schedule commitments, the Riverside County Economic Development Agency recommends the Board of Supervisors approve the Goodhope Park Improvements Project and project budget to keep the project moving forward. The improvements at Goodhope Park is identified as the proposed Project under California Environmental Quality Act (CEQA). The operation of the facility will continue to provide recreational services for the County and will not result in an increase in the intensity of the use or capacity of the site. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15303, Class 13, New Construction or Conversion of Small Structures Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15303.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project involve unusual circumstances that could potentially have a significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the improvements to Goodhope Park.

JUL 25 2017 3:22

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

[www.rivcoeda.org](http://www.rivcoeda.org)

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Graffiti Abatement

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Real Property  
Redevelopment Agency  
Workforce Development

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to improvements to the existing Goodhope Park. The improvements are limited to within the existing site footprint, will not significantly increase or expand the use of the site, and are limited to the continued use of the site in a similar capacity; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15303 – Class 3 New Construction or Conversion of Small Structures Exemption:** This categorical exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, including but not limited to (e) accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences. The project, as proposed, contains improvements to the existing park area that include new interior fencing, a stream-bed drainage channel, curbing, and potentially a new pavilion. These structures and/or facilities are small, appurtenant to the park, are limited in number, and would fall qualify under the limits of this exemption as described above. The improvements to the existing County facility will not increase or expand the use of the site; therefore, the Project is exempt as the Project meets the scope and intent of the Class 3 Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed improvements to the park will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use, will not substantially increase the capacity of the site, and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 6/26/17

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Goodhope Community Park Improvement Project, Mead Valley

**Accounting String:** 542040-30100-7200800000-FM08190008506

**DATE:** June 26, 2017

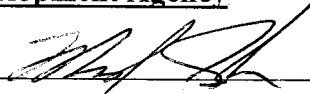
**AGENCY:** Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

**NUMBER OF DOCUMENTS INCLUDED:** One (1)

**AUTHORIZED BY:** Mike Sullivan, Senior Environmental Planner, Economic Development Agency

**Signature:**



**PRESENTED BY:** Blanca Limon, Facilities Project Manager II, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

**ACCEPTED BY:** -

**DATE:** -

**RECEIPT # (S)** -



Date: June 26, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project #: FM08190008506**  
Goodhope Community Park Improvement Project, unincorporated area of Mead Valley, Riverside County

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**  
**Economic Development Agency,**  
**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file



## PKARC 219

# REQUEST FOR BIDS FOR CONSTRUCTION IMPROVEMENTS GOODHOPE PARK



**GOODHOPE PARK**  
21565 Steele Peak Drive  
Perris, California

June, 2017

Prepared by:

**Riverside County Economic Development County**  
Attention: Blanca Limon, Project Manager  
3403 10<sup>th</sup> Street  
Riverside, California  
(951) 955-9138  
[blimon@rivco.org](mailto:blimon@rivco.org)

JUL 25 2017 3.22 pms

FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 7/12/17  
MARSHA L. VICTOR DATE

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CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570

RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY

COMMUNITY WORKS DESIGN GROUP

|                   |   |             |
|-------------------|---|-------------|
| <b>5</b>          | <b>General Provisions</b>   | 48<br>pages |
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|                   |   |             |

# **SECTION 1**

## **NOTICE INVITING BIDS**

## **NOTICE INVITING BIDS**

The County of Riverside, (County) on behalf of its Riverside County Economic Development County (Agency), invites sealed bids for construction improvements to: GOODHOPE PARK in the unincorporated community of Goodhope in Riverside County.

### **GENERAL PROJECT DESCRIPTION:**

The project generally consists of expansion improvements to the Goodhope Community Park with the addition of an active recreation turf area and walking trail. Improvements and work to include but not be limited to: clearing and grubbing • demolition (concrete, steps, fencing, abandon utility pole, remove existing play area wood mulch and grub to proper depth for new base and matting and other items) • grading • development of a new turf field • perimeter walking trail •, stack/geo block retaining walls • drainage improvements • water quality dry streambed drainage channel with sumps • new 8' and 4' chain link interior fence • concrete work • park solar lighting • play area base, matting and play curb • irrigation • landscaping planting, turf establishment and maintenance.

The project is to include "Additive Alternates" as listed below:

Add. Alt. #1: Existing Day-use Area Mulching Weed treatment application to remove remaining turf and weeds from the existing day-use area • clear and grub area • capping irrigation • light grading to level area •, apply weed barrier and 3" layer of wood mulch.

Add Alt. #2: New Pavilion: Fine grade area• compact to 90% area• construct slab and shelter complete per plans and specifications • provide credit for irrigation work in this area from base bid (list separately).

Add Alt. #3: Decomposed Granite Substitution: Replace stabilized native soil walkway material with 3" thick stabilized decomposed granite material • provide credit for stabilized soil from base bid (list separately).

All information outlined above with additional items are shown in detail on the plans and described in the specifications:

The engineer's total construction estimate for this project including base bid and additive alternate items, is between: Four Hundred Fifty Thousand and Five Hundred Thousand Dollars (\$450,000 – \$500,000).

The performance period for this project including all project submittals, reviews, approvals, and actual construction will last for 100 calendar days plus a minimum 90 day maintenance period, including project completion, punch list, and issuance of the Notice of Completion.

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

Contractors submitting a bid for this project shall have an "A" General Engineering License or a "B" General Contractor with the appropriate "C" Class specialty subcontractors. All Contractors proposed in this bid must be appropriately and currently licensed by the State of California and registered with the California Department of Industrial Relations.

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

This project requires the payment of both State of California and Federal Davis Bacon Act prevailing wages and certified payroll. The successful Bidder receiving the contract award, as well as all subcontractors, shall pay the higher of either the State prevailing wage or the Federal Davis-Bacon Act prevailing wage for all labor classifications.

The awarded prime contractor shall post job site notices as prescribed by regulation starting as of January 1, 2015. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

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

### FEDERAL FUNDING

This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with *Section 3 (24 CFR Part 135)* Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others. Information pertaining to the Federal requirements is on file with the County of Riverside Economic Development County.

### PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the 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, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. 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 rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book 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.

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

The Bidder receiving the Award by the County is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The Contractor shall post all pertinent wage determinations on the jobsite at all times.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the County, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The County shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the County may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Additional information is available from the Department of Industrial Relations web link:  
<http://www.dir.ca.gov>

Complete Bidding Documents are available through ARC Reprographics (ARC) at 345 Clinton St, Costa Mesa, CA 92626, 949-660-1150, or online at [costamesa.dispatch@e-arc.co](mailto:costamesa.dispatch@e-arc.co). Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the County. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

**Riverside County EDA**  
**3403 10<sup>th</sup> Street**  
**Riverside, CA 92501**  
**Attention:**  
**Blanca Limon**  
**[blimon@rivco.org](mailto:blimon@rivco.org)**

**See [www.riversidecountyeda.org](http://www.riversidecountyeda.org) for County information.**

**A mandatory pre-bid meeting will be held on XXXXXX, 2017 at 10:00 A.M. at Goodhope Park in Perris. It is suggested the representative who attends the pre-bid meeting be an estimator, a project manager or a superintendent. Discussion will be held regarding the administration of this contract. It is important that potential contractors understand the unique requirements of this project,**

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

how those requirements will affect their ability to perform in a satisfactory manner and how this will affect the bid amount.

Meeting will be held at the park in the parking lot adjacent to the proposed park site

All questions and inquiries must be submitted to the Project Manager in writing five (5) working days prior to the bid opening date. Questions must reference the section number and title from the RFB. Bidders must submit their questions Via Email to Blanca Limon at [blimon@rivco.org](mailto:blimon@rivco.org) and must be in written format. All responses to Bidders questions will be posted to ( nsert website here where we posted original bidding docs).

All bids are due no later than 2:00 PM, xxxxxxxxx, xx <xxx xx, 2017, and shall be publicly opened promptly after that time. **Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1<sup>st</sup> Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Bids sent by fax or email will not be accepted.

Kecia Harper-Ihem  
Clerk to the Board of Supervisors



# **SECTION 2**

## **INSTRUCTION TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

For construction improvements at Goodhope Park. 21565 Steele Peak Drive, Perris CA 92570.

### **A. Form of Bid**

1. The bid must be made on the attached Bid Form which must be completely filled in, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a 10% Bid Bond, using the form provided herein, or by certified or cashier's check payable to the County in an amount not less than 10% of the amount bid (including all additive alternates).
2. 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; and

Non-Collusion Declarations, in the form specified in the Bidding Documents.

Iran Contracting Act Certification

#### **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

### **B. Submission of Bid**

The bid must be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Proposal for Construction Improvements to: **Goodhope Park Improvements**" and must state the name and address of the submitting contractor. **The Bid Form shall not contain any erasures and interlineations must be initialed by the Bidder. Failure to comply with this requirement may be cause for rejection of bid.** Each bid shall be signed by the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.

### **C. Contract Documents**

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The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid.

**D. Contractor's License**

A contractor submitting a bid for this project shall have a current "A" General Engineering License or a "B" General Contractor with the appropriate "C" Class specialty subcontractors. **All subcontractors** proposed in this bid must hold current and appropriate licenses issued by the State of California. **All contractors regardless of classification must be registered with the California Department of Industrial Relations.**

**E. Interpretation of Documents**

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between parties or trades, and similar matters, shall be promptly brought to the attention of the County. All interpretations of, or changes to, the Contract Documents shall be in writing only and issued by the County in the form of a written addendum. No other interpretations or changes shall be valid or binding.

**F. Addenda**

County reserves the right to issue addenda to the Contract Documents at any time prior to seventy-two (72) hours before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued (plan holders). Each potential bidder shall leave their name, phone number, fax number, mailing address and email address at ARC Reprographics (ARC) for the purpose of receiving addenda. To be considered as a plan holder Contractor must purchase Contract Documents from ARC.

**It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and to verify that Contractor has received ALL addenda prior to submitting a bid. This may be done by checking ARC's website or by calling ARC's Planwell Department.**

**ALL information regarding this bid shall be disseminated to Contractors through ARC ONLY. No other source is official or authorized.**

ARC will email or fax notifications to all plan holders of any and all addenda available. Bids must list each and every addendum issued. If Contractor does not list all available addenda on their Bid Form, their bid will be rejected.

**G. Inspection of the Site**

Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting their bid, bidders warrant that they have made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and their ability to protect existing surface and subsurface improvements. No claim or allowance for additional time or money will be allowed due to failure of the Contractor to properly inspect the site.

The site is a public park available to Contractors during regular hours of 6:00 a.m. to sunset seven (7) calendar days a week.

## **H. Qualification of Bidders**

1. No bid will be accepted from a Contractor who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Contractor using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Contractor who cannot (or will not) give satisfactory assurance to the County of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A Contractor may be required to submit additional information regarding their financial standing and/or work performed by them previously of a similar nature.
2. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2001 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2001 California Amendments; Part 8, Title 24, 1998 California Historical Building Code, Appendix Chapter 1, Seismic Strengthening Provisions and 2001 California Amendments; Part 10, Title 24, 1997 Uniform Code for Building Conservation and 2001 California Amendments; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457. In the event of a conflict, the stricter requirement shall apply.
3. All Contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors prior to being authorized to participate in this project.
4. A bid shall be rejected, and a bidder shall be disqualified to bid a County project, if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the County.
5. By submitting bid, bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager consultant, the consultant inspector, the landscape architect and the County.
6. By submitting bid, bidder indicates to County that bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Contractor for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
7. 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

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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 ten (10) Calendar 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.

#### **I. Disqualification of Bidders**

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder has an interest in more than one proposal will cause rejection of all bids in which such bidder has an interest. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract or in future contracts.

If a bid is submitted that appears to be unrealistically low, bidder will be asked to submit supporting documentation to verify that their bid is complete.

#### **J. Award of Contract**

1. The County reserves the right to reject any or all bids and to waive defects or irregularities.
2. The award of the contract, if awarded, will be based on the Total Amount (Base Bid plus the Additive Alternate amount) including any add alternates. It will be awarded to the lowest responsive/responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within ninety (90) calendar days after the opening of the bids.
3. Contractor will cooperate with the County to verify that an apparent low bid is responsible by submitting all documentation requested by the County for this purpose.
4. The County reserves the right to accept any or all alternate bid items.
5. 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.
6. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the Contract and return it to the County within ten (10) Calendar days after issuance by County to Bidder of the Construction Contract from the County and prior to execution of the Construction Contract by County.
7. 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:
  - a. The bid protest is in writing.
  - b. The bid protest is both: 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) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as stated herein shall constitute grounds for the County's denial of the bid protest without consideration

of the grounds stated therein.

- c. 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.
  - d. Provided that a bid protest is filed in conformity with the foregoing, the Agency Director, or such individual(s) as may be designated by the Agency Director, 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 Agency Director or his/her designee shall be final, unless overturned by the Board of Supervisors.
8. The Contract shall not be binding upon the County until it has been awarded by the Board of Supervisors for the County of Riverside and executed by the Chairman of the Board of Supervisors or his designee. A formal acceptance of a bid by the County and the execution of an Agreement by the Riverside County Board of Supervisors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, County shall mail to the Contractor a Notice to Proceed (NTP) to the address listed by the Contractor on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

**K. Return of Guarantee**

Bid bonds or checks from unsuccessful bidders will be returned by mail to the addresses listed in their bids. The bid bond of the successful bidder will not be returned but will be exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond is exonerated.

**L. Bonds**

All bonds submitted by the Contractor for the project shall be issued by a surety admitted to issue such bonds in California carrying a rating of "A:VII" or better in the current issue of "Best's Insurance Guide".

**M. Period of Performance**

The performance period for this project including all project submittals, reviews and actual construction will last for **one hundred (100) calendar days, plus a minimum ninety (90) day maintenance period**, including project completion, punch list and issuance of the Notice of Completion.

**N. Liquidated Damages**

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the County and that it will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the County, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of Five Hundred Dollars (**\$500**) per calendar day for each and every

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calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount thereof from any moneys due or that may become due to the Contractor under the contract.

**O. 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.

# **SECTION 3**

# **BID DOCUMENTS**



**BID FORM**

**To: The County of Riverside, Board of Supervisors**

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

**Bidder:** \_\_\_\_\_  
(Full Legal Business Name)

**NOTE: BID FORM includes pages 13-31. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.**

The undersigned Bidder having carefully examined the site and the Contract Documents for the **"Construction Improvements to Goodhope Park, 21565 Steele Peak Drive, Perris, CA 92570"**, hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

**By submitting this bid, Bidder agrees and understands that:**

1. If this bid is accepted, the Contractor submitting this bid will enter into a written contract with the County.
2. The Contractor submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The Contractor shall commence work within ten (10) calendar days of receiving a Notice to Proceed from the County.
4. Any sub-tier contract signed by the Contractor and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the Contractor and the County.
5. Contractor must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the Contractor receives the Intent to Award letter.
6. Contractor must submit to the County such additional information as County may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the Contractor's company, take-offs and other back-up work done by the Contractor to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the County to determine Contractor's ability to responsibly perform the work.

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7. The statements made in this bid are made under penalty of perjury.
8. Prices include all labor, materials, mobilization, fine grading, and connection to existing water lines, irrigation, planting installation, drainage swale, retaining walls, lights, fencing, concrete steps and pads, and associated misc. items per plans and specs.
9. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
10. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
11. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
12. All bids received by the County are good for one hundred twenty (120) calendar days from the date of receipt.
13. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
14. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
15. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,**  
**YOUR BID WILL BE REJECTED.**

## **BID FORM**

### **A. BASE BID**

Provide base bid scope in accordance with the Contract Documents for the Goodhope Park Improvements in the Perris area of Riverside County for the Lump Sum price indicated below:

Is an additional sheet attached and a part of this Bid Form? Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

| <b>BASE BID: GOODHOPE PARK IMPROVEMENTS</b> |   |          |     |  |            |  |              |
|---|---|----------|-----|--|------------|--|--------------|
| Item No.                                    | Bid Item  | Unit     | Qty |  | Unit Price |  | Sub-total    |
| 1   | <b>Mobilization</b><br>Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A |  | \$         |  |              |
| 2   | <b>Temporary Fencing</b>  | LS       | N/A |  |            |  |              |
| 3   | <b>SWPPP Plan</b>   | LS       | N/A |  |            |  |              |
| 4   | <b>Project Sign</b><br>Per Exhibit B-3 of the Special Federal Provisions  | LS       | 1   |  |            |  |              |
|   |   | Lump Sum |     |  | \$         |  | \$           |
|   |   |          |     |  |            |  | (In Figures) |
| (In Words)                                  |   |          |     |  |            |  |              |
| <b>Demolition</b>                           |   |          |     |  |            |  |              |
| 5   | <b>Clear &amp; Grub</b>   | LS       | N/A |  |            |  |              |
| 6   | <b>Concrete Removal</b>   | LS       | N/A |  |            |  |              |
| 7   | <b>Round Up</b>   | LS       | N/A |  |            |  |              |
| 8   | <b>Play Area Removals (wood and soil)</b>   | LS       | N/A |  |            |  |              |
| 9   | <b>Fence Removal</b>  | LS       | N/A |  |            |  |              |
| 10  | <b>Misc. Items (i.e. Basketball Hoop, Drinking Fountain, Utility Pole)</b>  | LS       | N/A |  |            |  |              |
| 11  | <b>Keystone Wall (Salvage/Reuse on Site)</b>  | LS       | N/A |  |            |  |              |
|   |   | Lump Sum |     |  | \$         |  | \$           |
|   |   |          |     |  |            |  | (In Figures) |
| (In Words)                                  |   |          |     |  |            |  |              |

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|   |   |          |       |    |  |    |              |
|---|---|----------|-------|----|--|----|--------------|
| <b>Grading</b> (Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.)           |   |          |       |    |  |    |              |
| 12  | <b>Fine Grading and Project Layout</b><br>Rough and finish grade for the development of all base bid features shown as part of the base bid. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A   |    |  |    |              |
|   |   | Lump Sum |       | \$ |  | \$ |              |
|   |   |          |       |    |  |    | (In Figures) |
| (In Words)  |   |          |       |    |  |    |              |
| <b>Construction Items</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.) |   |          |       |    |  |    |              |
| 13  | <b>Concrete Paving</b>  | SF       | 880   |    |  |    |              |
| 14  | <b>Concrete Steps &amp; Handrails</b>   | LS       | N/A   |    |  |    |              |
| 15  | <b>Concrete Channel in Parking Lot</b>  | LF       | 6     |    |  |    |              |
| 16  | <b>Concrete Mowcurb (6"x6")</b>   | LF       | 64    |    |  |    |              |
| 17  | <b>Trail Stabilization</b>  | SF       | 2,637 |    |  |    |              |
| 18  | <b>Aluminum Header</b>  | LF       | 460   |    |  |    |              |
| 19  | <b>Drainage Swale</b>   | SF       | 5,761 |    |  |    |              |
| 20  | <b>Sumps (5)</b>  | LS       | N/A   |    |  |    |              |
| 21  | <b>Play Matting and Base</b>  | SF       | 1,545 |    |  |    |              |
| 22  | <b>Chain Link Fence (8')</b>  | LF       | 482   |    |  |    |              |
| 23  | <b>Chain Link Fence (4')</b>  | LF       | 170   |    |  |    |              |
| 24  | <b>Keystone Retaining Wall</b>  | LF       | 170   |    |  |    |              |
| 25  | <b>Lighting</b>   | EA       | 7     |    |  |    |              |
|   |   | Lump Sum |       | \$ |  | \$ |              |
|   |   |          |       |    |  |    | (In Figures) |
| (In Words)  |   |          |       |    |  |    |              |
| <b>Irrigation</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)         |   |          |       |    |  |    |              |
| 26  | <b>Irrigation System Complete</b><br>Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.  | LS       | N/A   |    |  |    |              |

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|  |  |             |        |    |  |    |              |
|--|--|-------------|--------|----|--|----|--------------|
|  |  | Lump<br>Sum |        | \$ |  | \$ |              |
|  |  |             |        |    |  |    | (In Figures) |
| (In Words)   |  |             |        |    |  |    |              |
| <b>Planting</b> (Prices shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.) |  |             |        |    |  |    |              |
| 27   | <b>Soil Preparation</b><br>Price shall include the installation of soil amendments, fertilizers and finish grading for hydroseed turf and plantings.   | LS          | N/A    |    |  |    |              |
| 28   | <b>Shrubs (1 Gal)</b>  | EA          | 191    |    |  |    |              |
| 29   | <b>Shrubs (5 Gal)</b>  | EA          | 70     |    |  |    |              |
| 30   | <b>Trees (24" Box)</b>   | EA          | 12     |    |  |    |              |
| 31   | <b>Turf Hydroseed</b>  | SF          | 37,252 |    |  |    |              |
| 32   | <b>Wood Mulch (3" Layer)</b>   | CY          | 43     |    |  |    |              |
| 33   | <b>90 Day Maintenance Period</b>   | LS          | N/A    |    |  |    |              |
|  |  | Lump<br>Sum |        | \$ |  | \$ |              |
|  |  |             |        |    |  |    | (In Figures) |
| (In Words)   |  |             |        |    |  |    |              |
| 34   | <b>Project Finalization – As Builts:</b><br>Providing project close out tasks including providing all turn-over items, such as Irrigation As-Builts, Controller Charts, Project Certifications, Irrigation and Water Audit Certifications, etc. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals | LS          | N/A    |    |  |    |              |
|  |  | Lump<br>Sum |        | \$ |  | \$ |              |
|  |  |             |        |    |  |    | (In Figures) |
| (In Words)   |  |             |        |    |  |    |              |
| <b>SUB-TOTAL OF ITEMS 1 THROUGH 34:</b>  |  |             |        |    |  |    |              |
|  |  |             |        |    |  |    | (In Figures) |
| (In Words)   |  |             |        |    |  |    |              |
|  |  |             |        |    |  |    |              |
|  |  |             |        |    |  |    | (In Figures) |
| (In Words)   |  |             |        |    |  |    |              |
| <b>TOTAL BASE BID Price</b>  |  |             |        |    |  |    |              |
|  |  |             |        |    |  |    | (In Figures) |
| (In Words)   |  |             |        |    |  |    |              |

## B. ADDITIVE ALTERNATE(S)

### 1. **Additive Alternate No. 1:**

#### Wood Mulch installation:

The contractor shall provide a complete weed kill or the indicated area, then clear and grub the areas providing a feathered 3" cut area from all hard surfaces to 3' away from all surfaces to allow the weed barrier and mulch to meet the adjacent hard surfaces. Excess dirt from this 3' wide excavation shall be spread within the existing Add Alt area. Install weed barrier per mfg. specifications with pins and then install 3" wood mulch per plans and specifications. At play area, the contractor shall rototill the existing mulch, pull existing mulch to perimeter and install new 6" layer of wood mulch.

### **Additive Alternate No. 2:**

#### Picnic Pavilion and concrete slab installation:

The contractor shall provide finish grade and install picnic pavilion per mfg. specifications. Then install the concrete slab per plans and specifications. Provide any credit for irrigation adjustments and planting of this area – provide separate line item for all credits.

### **Additive Alternate No. 3:**

#### Decomposed Granite Path - Stabilized:

The contractor shall provide an alternate bid price for switching from stabilized native soil to a Stabilized Decomposed Granite trail system, per plans and specifications.

## ADDITIVE ALTERNATES

| ADDITIVE ALTERNATES |  |          |     |    |            |              |
|---------------------|--|----------|-----|----|------------|--------------|
| Item No.            | Bid Item   | Unit     | Qty |    | Unit Price | Sub-total    |
| 35                  | <b>Add Alt #1 - Wood Mulch Installation:</b><br>Provide weed kill, clear and grub and finish grading for installation of weed barrier and wood mulch per plans and specifications.<br><br>Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A |    |            |              |
|                     |  | Lump Sum |     | \$ |            | \$           |
|                     |  |          |     |    |            | (In Figures) |
| (In Words)          |  |          |     |    |            |              |

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|   |  |          |     |    |  |    |              |
|---|--|----------|-----|----|--|----|--------------|
| 36  | <b>Add Alt #2 – Picnic Pavilion and Slab:</b><br>Installation of Picnic Pavilion and concrete slab – complete per plans and specifications. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A |    |  |    |              |
|   |  | Lump Sum |     | \$ |  | \$ |              |
|   |  |          |     |    |  |    | (In Figures) |
| (In Words)                                |  |          |     |    |  |    |              |
| 37  | <b>Add Alt. #3 – D.G Path:</b><br>Install the stabilized Decomposed Granite path in lieu of the Base Bid stabilized native soil. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.            | LS       | N/A |    |  |    |              |
|   |  | Lump Sum |     | \$ |  | \$ |              |
|   |  |          |     |    |  |    | (In Figures) |
| (In Words)                                |  |          |     |    |  |    |              |
| SUB-TOTAL OF ITEMS 35 THROUGH 37:         |  |          |     |    |  |    |              |
|   |  |          |     |    |  |    | (In Figures) |
| (In Words)                                |  |          |     |    |  |    |              |
|   |  |          |     |    |  |    |              |
|   |  |          |     |    |  |    | (In Figures) |
| (In Words)                                |  |          |     |    |  |    |              |
|   |  |          |     |    |  |    |              |
| <b>TOTAL ADDITIVE ALTERNATE #1,#2 ,#3</b> |  |          |     |    |  |    |              |
|   |  |          |     |    |  |    | (In Figures) |
| (In Words)                                |  |          |     |    |  |    |              |

**TOTAL BID**

| BID ITEMS   | COST |
|---|------|
| <b>Base Bid:</b>  |      |
|   |      |
| <b>Additive Alternate #1:Wood Mulch Picnic</b>              |      |
| <b>Additive Alternate #2:Picnic Pavillion</b>               |      |
| <b>Additive Alternate #3:D.G. Trail</b>                     |      |
| <b>GRAND TOTAL OF BASE BID AND ALL ADDITIVE ALTERNATES:</b> |      |

|            |              |
|------------|--------------|
|            | (In Figures) |
|            |              |
| (In Words) |              |

## 2. DESIGNATION OF SUBCONTRACTORS

[illegible]



CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Note: If additional space is needed attach a separate sheet and note on page 17 of this Bid Form if a sheet is or sheets are attached.

3. **ADDENDA**

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

\_\_\_\_\_

4. **SITE INSPECTION**

Person who inspected the site on behalf of the bidder:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF INSPECTION: \_\_\_\_\_

5. **LICENSE**

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s):

License Class: \_\_\_\_\_

License No: \_\_\_\_\_

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

6. **BIDDER DATA:**

Full legal name of firm: \_\_\_\_\_

Name under which firm  
does business: \_\_\_\_\_

Address: \_\_\_\_\_

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Type of Organization (corporation, partnership, etc.):  
\_\_\_\_\_

7. **BIDDER SIGNATURE**

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

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

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

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

**BID BOND**

1. \_\_\_\_\_, hereafter called "CONTRACTOR", has submitted its bid to **Riverside County**, hereafter called "**County**," for the construction referred to generally as **the CONSTRUCTION IMPROVEMENTS TO: Goodhope Park Improvements - Perris**, in accordance with the Notice Inviting Bids from County dated: XXXXX, XX, 201X.

2. \_\_\_\_\_, hereafter called "Surety", is the surety of this bond.

**Agreement:**

We, CONTRACTOR as principal and Surety as surety, jointly and separately agree and state as follows:

- A. The amount of the obligation of this bond is 10% of the amount of Contractor's bid and inures to the benefit of County.
- B. This bond is exonerated by: (1) County rejecting Contractor's bid; or, (2) if Contractor's bid is accepted, CONTRACTOR executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the bid and waives notice of any such extension.
- D. This bond is binding upon the heirs, executors, administrators, successors and assigns of CONTRACTOR and Surety.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments**SURETY****CONTRACTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AFFIDAVIT FOR INDIVIDUAL CONTRACTOR'S  
NON-COLLUSION**

I, being first duly sworn, deposes and says:

That he or she is the party making the bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside, on behalf of the Riverside Economic Development County or anyone interested in the proposed contract; that all statements contained in the bid are true; and that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid (and will not pay) any fee to any person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

**AFFIDAVIT FOR CORPORATE CONTRACTOR  
NON-COLLUSION**

I, \_\_\_\_\_, being first duly sworn, deposes  
and says:

That he or she is \_\_\_\_\_ of  
\_\_\_\_\_

a corporation which is the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside EDA or anyone interested in the proposed contract; that all statements contained in the bid are true; and that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

**AFFIDAVIT FOR JOINT VENTURE OR CO-PARTNERSHIP CONTRACTOR  
NON-COLLUSION**

I, \_\_\_\_\_, being first duly sworn, deposes  
and says:

That he or she is a member of the joint venture or co-partnership firm designated as

\_\_\_\_\_  
which is the party making the bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and 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; that 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, or to secure any advantage against the County of Riverside EDA, or anyone interested in the proposed contract; that all statements contained in the bid are true; and that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he/she has been and is duly vested with authority to make and sign instruments for the joint venture or co-partnership by

\_\_\_\_\_  
who constitute the other members of the joint venture or co-partnership.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature and stamp of Notary  
administering oath

## Iran Contracting Act Certification

(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) Certification:

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 calendar 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) Exemption:

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 calendar days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

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

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

**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> |                                   |



# **SECTION 4**

## **CONSTRUCTION CONTRACT AND RELATED DOCUMENTS**

## **SAMPLE CONSTRUCTION CONTRACT**

This Construction Contract is entered into at Riverside, California on \_\_\_\_\_, and is between the County of Riverside, a political subdivision of the State of California, thereafter called "**COUNTY**" and \_\_\_\_\_, a \_\_\_\_\_, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to COUNTY its bid for Goodhope Park Improvements - Perris hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and COUNTY has accepted said bid.
2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
  - a. This Construction Contract;
  - b. The Notice Inviting Bids for the Request for Bids for the Construction Improvements To Goodhope Park Improvements - Perris;
  - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements All applicable County, State and Federal requirements for the project;
  - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
  - e. Special Federal Provisions
  - f. Any change orders issued for the project;
  - g. Any additional or supplemental specifications or drawings issued for the project; and
  - h. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the COUNTY.

5. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

5. Special Federal Requirements

- a. Contractor and Owner do hereby acknowledge that this project will be funded with Community Development Block Grant (CDBG) funds [24 CFR 570], and is therefore, subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.
- b. Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. 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.
- c. Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

**General Decision Number: CA \_\_\_\_\_**

**Modification Number: \_\_\_\_\_**

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

- d. Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
  - i. 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.
  - ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## 6. 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

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COMMUNITY WORKS DESIGN GROUP

Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

- a. **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.
- b. **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.
- c. **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.
- d. **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.

- e. **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.
- f. **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).
- g. **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).
- h. **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 County, 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.
- i. **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.
- j. **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.

- k. **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.
- l. **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.
- m. **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).
- n. **Procurement of Recovered Materials (2 CFR 200.322.)** A non-Federal entity that is a state County or County of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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 COMMUNITY WORKS DESIGN GROUP

**A. BASE BID**

Provide base bid scope in accordance with the Contract Documents for the Project for the lump sum price indicated below:

| BASE BID: GOODHOPE PARK IMPROVEMENTS |   |          |     |    |            |              |
|--------------------------------------|---|----------|-----|----|------------|--------------|
| Item No.                             | Bid Item  | Unit     | Qty |    | Unit Price | Sub-total    |
| 1                                    | <b>Mobilization</b><br>Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A | \$ |            | \$           |
| 2                                    | <b>Temporary Fencing</b>  | LS       | N/A |    |            |              |
| 3                                    | <b>SWPPP Plan</b>   | LS       | N/A |    |            |              |
| 4                                    | <b>Project Sign</b><br>Per Exhibit B-3 of the Special Federal Provisions  | LS       | 1   |    |            |              |
|                                      |   | Lump Sum |     | \$ |            | \$           |
|                                      |   |          |     |    |            | (In Figures) |
| (In Words)                           |   |          |     |    |            |              |
| <b>Demolition</b>                    |   |          |     |    |            |              |
| 5                                    | <b>Clear &amp; Grub</b>   | LS       | N/A |    |            |              |
| 6                                    | <b>Concrete Removal</b>   | LS       | N/A |    |            |              |
| 7                                    | <b>Round Up</b>   | LS       | N/A |    |            |              |
| 8                                    | <b>Play Area Removals (wood and soil)</b>   | LS       | N/A |    |            |              |
| 9                                    | <b>Fence Removal</b>  | LS       | N/A |    |            |              |
| 10                                   | <b>Misc. Items (i.e. Basketball Hoop, Drinking Fountain, Utility Pole)</b>  | LS       | N/A |    |            |              |
| 11                                   | <b>Keystone Wall (Salvage/Reuse on Site)</b>  | LS       | N/A |    |            |              |
|                                      |   | Lump Sum |     | \$ |            | \$           |
|                                      |   |          |     |    |            | (In Figures) |



CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
 COMMUNITY WORKS DESIGN GROUP

|   |   |          |       |    |  |    |              |
|---|---|----------|-------|----|--|----|--------------|
| (In Words)  |   |          |       |    |  |    |              |
| <b>Grading</b> (Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.)           |   |          |       |    |  |    |              |
| 12  | <b>Fine Grading and Project Layout</b><br>Rough and finish grade for the development of all base bid features shown as part of the base bid. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A   |    |  |    |              |
|   |   | Lump Sum |       | \$ |  | \$ |              |
|   |   |          |       |    |  |    | (In Figures) |
| (In Words)  |   |          |       |    |  |    |              |
| <b>Construction Items</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.) |   |          |       |    |  |    |              |
| 13  | <b>Concrete Paving</b>  | SF       | 880   |    |  |    |              |
| 14  | <b>Concrete Steps &amp; Handrails</b>   | LS       | N/A   |    |  |    |              |
| 15  | <b>Concrete Channel in Parking Lot</b>  | LF       | 6     |    |  |    |              |
| 16  | <b>Concrete Mowcurb (6"x6")</b>   | LF       | 64    |    |  |    |              |
| 17  | <b>Trail Stabilization</b>  | SF       | 2,637 |    |  |    |              |
| 18  | <b>Aluminum Header</b>  | LF       | 460   |    |  |    |              |
| 19  | <b>Drainage Swale</b>   | SF       | 5,761 |    |  |    |              |
| 20  | <b>Sumps (5)</b>  | LS       | N/A   |    |  |    |              |
| 21  | <b>Play Matting and Base</b>  | SF       | 1,545 |    |  |    |              |
| 22  | <b>Chain Link Fence (8')</b>  | LF       | 482   |    |  |    |              |
| 23  | <b>Chain Link Fence (4')</b>  | LF       | 170   |    |  |    |              |
| 24  | <b>Keystone Retaining Wall</b>  | LF       | 170   |    |  |    |              |
| 25  | <b>Lighting</b>   | EA       | 7     |    |  |    |              |
|   |   | Lump Sum |       | \$ |  | \$ |              |
|   |   |          |       |    |  |    | (In Figures) |
| (In Words)  |   |          |       |    |  |    |              |

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
 COMMUNITY WORKS DESIGN GROUP

|   |  |          |        |    |  |              |
|---|--|----------|--------|----|--|--------------|
| <b>Irrigation</b> (Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.) |  |          |        |    |  |              |
| 26  | <b>Irrigation System Complete</b><br>Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.   | LS       | N/A    |    |  |              |
|   |  | Lump Sum |        | \$ |  | \$           |
|   |  |          |        |    |  | (In Figures) |
| (In Words)  |  |          |        |    |  |              |
| <b>Planting</b> (Prices shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.)  |  |          |        |    |  |              |
| 27  | <b>Soil Preparation</b><br>Price shall include the installation of soil amendments, fertilizers and finish grading for hydroseed turf and plantings.   | LS       | N/A    |    |  |              |
| 28  | <b>Shrubs (1 Gal)</b>  | EA       | 191    |    |  |              |
| 29  | <b>Shrubs (5 Gal)</b>  | EA       | 70     |    |  |              |
| 30  | <b>Trees (24" Box)</b>   | EA       | 12     |    |  |              |
| 31  | <b>Turf Hydroseed</b>  | SF       | 37,252 |    |  |              |
| 32  | <b>Wood Mulch (3" Layer)</b>   | CY       | 43     |    |  |              |
| 33  | <b>90 Day Maintenance Period</b>   | LS       | N/A    |    |  |              |
|   |  | Lump Sum |        | \$ |  | \$           |
|   |  |          |        |    |  | (In Figures) |
| (In Words)  |  |          |        |    |  |              |
| 34  | <b>Project Finalization – As Builts:</b><br>Providing project close out tasks including providing all turn-over items, such as Irrigation As-Builts, Controller Charts, Project Certifications, Irrigation and Water Audit Certifications, etc. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals | LS       | N/A    |    |  |              |
|   |  | Lump Sum |        | \$ |  | \$           |
|   |  |          |        |    |  | (In Figures) |
| (In Words)  |  |          |        |    |  |              |
| <b>SUB-TOTAL OF ITEMS 1 THROUGH 34:</b>   |  |          |        |    |  |              |
|   |  |          |        |    |  | (In Figures) |
| (In Words)  |  |          |        |    |  |              |
|   |  |          |        |    |  |              |

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
 COMMUNITY WORKS DESIGN GROUP

|                              |              |
|------------------------------|--------------|
|                              | (In Figures) |
| (In Words)                   |              |
| <b>TOTAL BASE BID Price:</b> |              |
|                              | (In Figures) |
| (In Words)                   |              |

## B. ADDITIVE ALTERNATE(S)

### 1. **Additive Alternate No. 1:**

#### Wood Mulch installation:

The contractor shall provide a complete weed kill or the indicated area, then clear and grub the areas providing a feathered 3" cut area from all hard surfaces to 3' away from all surfaces to allow the weed barrier and mulch to meet the adjacent hard surfaces. Excess dirt from this 3' wide excavation shall be spread within the existing Add Alt area. Install weed barrier per mfg. specifications with pins and then install 3" wood mulch per plans and specifications. At play area, the contractor shall rototill the existing mulch, pull existing mulch to perimeter and install new 6" layer of wood mulch.

### **Additive Alternate No. 2:**

#### Picnic Pavilion and concrete slab installation:

The contractor shall provide finish grade and install picnic pavilion per mfg. specifications. Then install the concrete slab per plans and specifications. Provide any credit for irrigation adjustments and planting of this area – provide separate line item for all credits.

### **Additive Alternate No. 3:**

#### Decomposed Granite Path - Stabilized:

The contractor shall provide an alternate bid price for switching from stabilized native soil to a Stabilized Decomposed Granite trail system, per plans and specifications.

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
 COMMUNITY WORKS DESIGN GROUP

ADDITIVE ATLTERNATES

| ADDITIVE ALTERNATES               |  |          |     |    |            |              |
|-----------------------------------|--|----------|-----|----|------------|--------------|
| Item No.                          | Bid Item   | Unit     | Qty |    | Unit Price | Sub-total    |
| 35                                | <b>Add Alt #1 - Wood Mulch Installation:</b><br>Provide weed kill, clear and grub and finish grading for installation of weed barrier and wood mulch per plans and specifications.<br><br>Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals. | LS       | N/A |    |            |              |
|                                   |  | Lump Sum |     | \$ | \$         |              |
|                                   |  |          |     |    |            | (In Figures) |
| (In Words)                        |  |          |     |    |            |              |
| 36                                | <b>Add Alt #2 – Picnic Pavilion and Slab:</b><br>Installation of Picnic Pavilion and concrete slab – complete per plans and specifications. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.   | LS       | N/A |    |            |              |
|                                   |  | Lump Sum |     | \$ | \$         |              |
|                                   |  |          |     |    |            | (In Figures) |
| (In Words)                        |  |          |     |    |            |              |
| 37                                | <b>Add Alt. #3 – D.G Path:</b><br>Install the stabilized Decomposed Granite path in lieu of the Base Bid stabilized native soil. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.  | LS       | N/A |    |            |              |
|                                   |  | Lump Sum |     | \$ | \$         |              |
|                                   |  |          |     |    |            | (In Figures) |
| (In Words)                        |  |          |     |    |            |              |
|                                   |  |          |     |    |            |              |
| SUB-TOTAL OF ITEMS 35 THROUGH 37: |  |          |     |    |            |              |
|                                   |  |          |     |    |            | (In Figures) |
| (In Words)                        |  |          |     |    |            |              |

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
 COMMUNITY WORKS DESIGN GROUP

|   |              |
|---|--------------|
|   |              |
|   | (In Figures) |
| (In Words)                                |              |
|   |              |
| <b>TOTAL ADDITIVE ALTERNATE #1,#2 ,#3</b> |              |
|   | (In Figures) |
| (In Words)                                |              |

**TOTAL BID**

| BID ITEMS   | COST         |
|---|--------------|
| <b>Base Bid:</b>  |              |
|   |              |
| <b>Additive Alternate #1:Wood Mulch Picnic</b>              |              |
| <b>Additive Alternate #2:Picnic Pavillion</b>               |              |
| <b>Additive Alternate #3:D.G. Trail</b>                     |              |
| <b>GRAND TOTAL OF BASE BID AND ALL ADDITIVE ALTERNATES:</b> |              |
|   | (In Figures) |
|   |              |
| (In Words)  |              |

The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

**CONTRACTOR:**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK - 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT COUNTY  
COMMUNITY WORKS DESIGN GROUP

**OWNER:**  
**COUNTY OF RIVERSIDE**

**APPROVED AS TO FORM:**  
**On Behalf Of**  
**County of Riverside**

**GREGORY P. PRIAMOS**  
**COUNTY COUNSEL**

By: \_\_\_\_\_  
John Tavaglione  
Chairman  
Board of Directors

By: \_\_\_\_\_  
Marsha L. Victor  
Chief Deputy County Counsel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**  
**CLERK OF THE BOARD**  
**KECIA HARPER-IHEM**

By: \_\_\_\_\_  
Deputy

Project No. FM08190008506

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

## **PAYMENT BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_ as Principal ("Principal") to perform the work ("Work") for the following project Goodhope Park Improvements - Perris;

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth.

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and

severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

**Affix Seal if Corporation**

\_\_\_\_\_  
(Firm Name – Principal)

\_\_\_\_\_

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

By \_\_\_\_\_  
(Original Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name – Surety)

**Affix Corporate Seal**

\_\_\_\_\_

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

By \_\_\_\_\_  
(Signature – Attached Notary's Acknowledgment)

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

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



Project No. FM08190008506

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

## **PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_ as Principal ("Principal") to perform the work ("Work") for the following project: Goodhope Park Improvements - Perris, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

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

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

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

Revised 10-09-2014

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

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

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

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

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

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

**Affix Seal if Corporation**

\_\_\_\_\_  
(Firm Name – Principal)

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

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

By \_\_\_\_\_  
(Original Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporation Name – Surety)

**Affix Corporate Seal**

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

By \_\_\_\_\_  
(Signature – Attached Notary's Acknowledgment)

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
(Title-Attach Power of Attorney)

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

# **SECTION 5**

## **GENERAL PROVISIONS**

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 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY  
 COMMUNITY WORKS DESIGN GROUP

|            |   |             |
|------------|---|-------------|
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CONSTRUCTION IMPROVEMENTS: GOODHOPE PARK – 21565 STEELE PEAK DRIVE, PERRIS, CA 92570  
 RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY  
 COMMUNITY WORKS DESIGN GROUP

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## **ARTICLE 1    GENERAL PROVISIONS**

### **1.1 DEFINITIONS**

Where the words “**equal**,” “**approved equal**,” “**equivalent**,” or words of similar import are used, it shall be understood such words are followed by the expression “**in the opinion of the COUNTY**”. Where the words “**approved**,” “**approval**,” “**acceptable**,” “**acceptance**,” or words of similar import are used, it shall be understood that the approval, acceptance, or similar action of the COUNTY is intended.

**ACT OF GOD** - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

**ACCEPTANCE** - Acceptance is when the COUNTY determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the CONTRACTOR after execution by the COUNTY. Upon receipt of the Notice of Completion, the CONTRACTOR will be relieved of the duty of protecting the work, and the COUNTY will initiate final settlement and payment.

**ARCHITECT/ENGINEER** - The use of the term Architect/Engineer shall mean the individual, partnership, corporation, association or joint venture contracted by the COUNTY for the design of this Work, as designated on the title sheet of these specifications and Contract Documents. For this project the Architect/Engineer is COMMUNITY WORKS DESIGN GROUP

**BENEFICIAL OCCUPANCY** - The right of the COUNTY to occupy all or any portion of the project prior to final acceptance of the Work. Such occupancy does not constitute acceptance or completion by the CONTRACTOR of the Work or any portion thereof, nor will it relieve the CONTRACTOR of the responsibility for correcting defective work or materials found at any time before Acceptance of the Work.

**CHANGE ORDER** - A Change Order is the document issued by the COUNTY authorizing any change or adjustment to the Contract Documents in accordance with Article 7 of this Contract.

**CONTRACT** - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

**CONTRACT DOCUMENTS** - Contract documents consist of (a) the Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) add alternates accepted by the COUNTY; (f) exhibits; (g) appendices; (h) the Bid Bond; (i) the Payment Bond; (j) the Performance Bond; (k) all applicable State and Federal requirements; (l) the General Provisions; (m) the Special Provisions (Technical Specifications); (n) Plans and Drawings; (o) any addenda issued for the project; (p) any change orders issued for the project; (q) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; and (r) meeting minutes and any other documents contained in the Contract Documents Project Manual for the Project.



**CONTRACT DRAWINGS** - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the COUNTY and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the CONTRACTOR to the COUNTY during the progress of the Work, which are accepted by the COUNTY.

**CONTRACTOR'S AGENT** - The representative of the CONTRACTOR, approved by the COUNTY, who shall be present at the Work and be authorized to receive and act upon instructions from the COUNTY and to execute and direct the Work on behalf of the CONTRACTOR.

**CONTRACTOR** - When used herein, CONTRACTOR means the prime or principal CONTRACTOR licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the CONTRACTOR. The prime or principal CONTRACTOR shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

**COUNTY** – Refers to the County of Riverside, a political subdivision of the State of California, and their authorized representatives as specified in writing. The COUNTY provides representatives who are responsible to administer the construction contract.

**CRITICAL PATH METHOD (CPM)** - "Critical Path Method" is a schedule technique which identifies vital tasks that directly depend on each other.

**DAY** - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

**FIELD ORDER** – The form used by the PA and the PM to give additional instruction to the CONTRACTOR that does not impact the cost or duration of the Work.

**INSPECTOR** - Refers to the Chief Inspector for the inspection firm in charge of all inspections and inspectors.

**INSTALL** - When used herein "install" shall mean the complete installation in place of any item, equipment, or material.

**MATERIAL** - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

**NOTICE OF COMPLETION** - The Notice of Completion (NOC) shall be issued at that point in the Contract when the CONTRACTOR has completed all Work required in the Contract Documents. The time for issuance shall be determined by the COUNTY through a final inspection. The NOC shall be issued by the Board of Supervisors.

**NOTICE TO PROCEED** - The Notice to Proceed is the written notification from the COUNTY giving the CONTRACTOR notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

**PA** - Refers to the project architect/engineer (Architect, Engineer or Landscape Architect) representing the firm contracted with the COUNTY and responsible for the design of the project.

**PLANS** - Means the portion of the Contract Documents consisting of all drawings prepared for the work.

**PM** - Means the project manager representing the COUNTY.

**PROVIDE** – Means to purchase material and bring to the site.

**REQUEST FOR CHANGE ORDER** – (RFCO) The form submitted by the CONTRACTOR to the COUNTY giving a detailed quote for possible changes in the Work.

**REQUEST FOR INFORMATION** - (RFI) The form and procedure established for communication between the CONTRACTOR and the COUNTY to clarify or interpret the Contract Documents.

**SHALL** - When used herein "shall" means anything which is mandatory to be performed by the CONTRACTOR.

**SPECIFICATIONS** - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

**SUBCONTRACTOR** - The term "Subcontractor" means a person or firm that has a contract with CONTRACTOR or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

**WORK** - The term "Work" refers to the services and materials described by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

## **1.2 AUTHORITIES AND LIMITATIONS**

- 1.2.1** The Board of Supervisors alone have the power to bind the COUNTY and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.
- 1.2.2** Neither the Contract, nor any part thereof, nor moneys due, or to become due there under, may be assigned by the CONTRACTOR without the prior written approval of the COUNTY, with the exception of the assignments to COUNTY, which may be required under the terms of this Contract.

## **1.3 DOCUMENTS OF CONTRACTOR**

Upon demand by COUNTY, CONTRACTOR shall make available to COUNTY all documents in its possession related to the work accomplished or to be accomplished. This includes copies of documents prepared by CONTRACTOR or others in its possession. CONTRACTOR shall

maintain in its possession all documents related to the Work for five (5) years after recordation of Notice of Completion.

- 1.3.1** The CONTRACTOR is required to provide the PM, the Inspector and the COUNTY with copies of their Daily Reports to include the following information, but not limited to: the names of each employee on the project site every day, their craft, and the number of hours each employee spends on site each day, the equipment being used on site each day and the number of hours each piece of equipment is used and by whom, a description of the work performed by the CONTRACTOR each day in as much detail as required by the PM. The PM, COUNTY and Inspector are to receive copies of the CONTRACTOR's Daily Reports on a daily basis during every working day of the CONTRACTOR's contract duration.

#### **1.4 LEGAL REQUIREMENTS**

- 1.4.1** CONTRACTOR shall keep informed of, and comply with, all Federal, State and County laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the CONTRACTOR from complying with such applicable statutory requirements.
- 1.4.2** If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the CONTRACTOR shall notify the COUNTY at once in writing. If, before receiving clarification, CONTRACTOR performs any portion of the Work affected by such apparent conflict, such performance shall be at CONTRACTOR's own risk. CONTRACTOR shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.
- 1.4.3** All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:  
Uniform Building Code  
Uniform Plumbing Code  
Uniform Mechanical Code  
Uniform Fire Code  
State Fire Marshal  
State Industrial Accident Commission's Safety Orders  
Rules of Local Utilities
- 1.4.4** Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the CONTRACTOR. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.
- 1.4.5** By submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the CONTRACTOR

and/or subcontractor do offer and agree to assign the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

## **1.5 STANDARD REFERENCES**

- 1.5.1** All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.
- 1.5.2** Whenever reference is made to any particular document or publication, the CONTRACTOR shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

## **1.6 PERMITS, LICENSES, FEES & TAXES**

- 1.6.1** CONTRACTOR shall obtain any required building permits. COUNTY will pay for any required building permits. The CONTRACTOR shall obtain all other permits and licenses required for the Work, including excavation permit, plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the County. COUNTY shall pay for all other permits and licenses required for the Work.

Exclusive of off-site inspection specified herein to be the COUNTY's responsibility, the CONTRACTOR shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.

- 1.6.2** Before Acceptance of the project by the COUNTY, the CONTRACTOR shall submit all licenses, permits, and certificates of inspection to the COUNTY.

COUNTY shall pay for any necessary property assessments, sewer connection fees, utility fees, or any other special charges levied by public entities.

- 1.6.3 Sales and Payroll Taxes:** Each CONTRACTOR, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

## **1.7 SEPARATE CONTRACTS**

- 1.7.1** The COUNTY reserves the right to perform work related to this project with its own forces, and to award separate contracts in connection with other portions of the project or other

work on the site. The CONTRACTOR shall cooperate with others in the prosecution of all work and shall not interfere with material, appliances or workmen of the COUNTY or any other contractor engaged by the County at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the COUNTY whose decision relative to said use shall govern.

- 1.7.2 The CONTRACTOR shall afford the COUNTY and separate CONTRACTORS reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate CONTRACTOR's Work with the COUNTY's and separate contractors.
- 1.7.3 If any part of the CONTRACTOR 's Work depends for proper execution or results upon the work of the COUNTY or any separate contractor, the CONTRACTOR shall inspect and promptly report to the COUNTY any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the COUNTY's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the CONTRACTOR's Work.
- 1.7.4 Should the CONTRACTOR cause damage to the work or property of any separate contractor on the Project, the CONTRACTOR shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the COUNTY because of any damage alleged to have been so sustained, the CONTRACTOR agrees to indemnify and defend the COUNTY in such proceedings with the COUNTY retaining the right to select and hire independent counsel for the COUNTY paid by the CONTRACTOR.
- 1.7.5 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

**1.8 COUNTY'S AUTHORIZED REPRESENTATIVES: PROJECT MANAGER, INSPECTION FIRM, MATERIAL TESTING COMPANY, AND PROJECT ARCHITECT**

- 1.8.1 **Project Manager:** COUNTY has a project manager (PM) who will act as its representative on site for the Project, and who will provide management of the work included in the Project.

The PM will be the authorized COUNTY representative on site. All normal, daily communication between the COUNTY and the CONTRACTOR will be through the PM.

- 1.8.2 **Inspection Firm:** The inspection firm hired by the COUNTY shall be the daily inspection team for the project. The inspection firm is represented by a Chief Inspector (the Inspector). The Inspector is the individual manager of the inspection team. All other inspectors used by the Inspection Firm shall communicate through the Inspector and not to the CONTRACTOR or COUNTY directly. CONTRACTOR must comply with the requirements of the Contract Documents as interpreted by the Inspector. Any act or omission of the Inspector does not relieve or alter any duty of the CONTRACTOR. The Inspector is not authorized to make or sanction any changes in the Contract Documents or CONTRACTOR's responsibilities except in the case of an emergency. No

act or omission of the Inspector relieves CONTRACTOR of the duty to perform and complete the work in strict conformity with the Contract Documents.

The Inspector shall have the right to inspect the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

The CONTRACTOR is required to provide the Inspector with all the information the Inspector needs to fill in his/her Daily Reports including, but not limited to, the names of each employee on the project site every day, their craft and the number of hours each employee spends on site each day, the equipment being used on site each day and the number of hours each piece of equipment is used and by whom, and a description of the work performed by the CONTRACTOR each day in as much detail as required by the Inspector. Inspector is to receive copies of the CONTRACTOR's Daily Reports on a daily basis during every working day of the CONTRACTOR's contract duration.

On the basis of his inspections, Inspector shall keep the COUNTY informed as to the progress of the Work. The Inspector shall not be responsible for means, methods, techniques, sequences, or procedures of construction, nor for safety precautions and programs in connection with the Work. Nor will the inspector be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

The inspector from the Facilities Management Department of Riverside County is the official inspector. He/she will perform all official inspections and issue Certificates of Occupancy. The CONTRACTOR is to direct ALL requests for inspection (for a Riverside County inspector or for the consultant inspector) through the PM. The consultant inspector will act in support of, and in concert with, the Riverside County inspector. The PM will coordinate all inspections.

- 1.8.3 Material Testing Company:** The COUNTY will provide a materials testing company for all testing required on the project. Required tests will be determined by the Inspector and shall be per the Contract Documents. One round of all required testing will be paid for by the COUNTY. If any tests fail, CONTRACTOR must pay for the re-testing. Re-testing must be performed until test is passed, at CONTRACTOR's expense.

Material testing personnel are not authorized to make changes to the Contract Documents or to give direction directly to CONTRACTOR except in cases of emergency (when life safety is an issue).

- 1.8.4 Engineer:** The COUNTY has retained COMMUNITY WORKS DESIGN GROUP as its engineer (PA) for this project. The PA will advise and consult with the PM and the COUNTY and will issue instructions through the PM. The PA will interpret the requirements of the Contract. When requested by the COUNTY, the PA will, within fourteen (14) calendar days, render such interpretations as may be deemed necessary for the proper execution of the Work.

Staff from the PA's firm are not authorized to give direction directly to CONTRACTOR except in the case of an emergency (when life safety is an issue).

The PA shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work, nor will the PA be responsible for the CONTRACTOR's failure to carry out the Work in accordance with the Contract Documents.

#### **1.9 CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the Work shall be purchased by CONTRACTOR or by any subcontractor subject to any chattel mortgage, conditional sale contract or other agreement by which an interest is retained by the seller.

#### **1.10 ASSIGNMENT OF CLAIMS**

In submitting a bid on this project, CONTRACTOR or any subcontractor or supplier agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or a subcontract. This assignment shall be made and become effective at the time the COUNTY makes final payment to CONTRACTOR without further acknowledgment by the parties.

### **ARTICLE 2 BONDS AND INSURANCE**

#### **2.1 BIDS OF \$25,000 OR LESS**

If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one payment of all compensation shall be made following acceptance of all work.

#### **2.2 BONDS**

**2.2.1 General Requirements:** Before commencing any Work under this Contract, the **CONTRACTOR** shall file four (4) original copies of each bond with the COUNTY. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

- i. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

- ii. Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

And

- iii. All Bonds will be furnished in favor of the COUNTY and County of Riverside as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated:

Should any surety or sureties upon said bonds or any of them become insufficient, CONTRACTOR shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the COUNTY that the surety or sureties

are insufficient. Cost of bonds shall be included in the bid price.

**2.2.2 Performance Bond:** The successful Bidder shall deliver to the COUNTY an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

**2.2.3 Payment Bond:** The successful Bidder shall deliver to the COUNTY an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

**2.3 DEPOSIT OF SECURITIES:** In accordance with Public Contract Code Section 22330 and other applicable law, CONTRACTOR may substitute securities for any moneys withheld to ensure performance under the contract. Any proposed substitution will be made only upon implementing agreements which have had the prior written approval of the COUNTY.

## **2.4 INSURANCE REQUIREMENTS**

The CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under this section, has satisfactory proof of such insurance has been submitted to the COUNTY, and said insurance has been approved by the COUNTY and its legal adviser. All insurance must be issued by companies properly licensed to issue such insurance in the State of California.

Except for Workers' Compensation Insurance, the County of Riverside (including its officers, employees, agents, and independent contractors) are hereby declared and named to be additional insured under the terms of this policy, as to activities of the COUNTY and the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY in respect to the Project. Thirty (30) days prior written notice shall be given to the COUNTY, and COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY of any modification, decrease or termination of the CONTRACTOR's insurance coverage.

The CONTRACTOR shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained.

The following insurance is required:

**2.4.1 Workers' Compensation:** If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the COUNTY, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**2.4.2 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY, its Agencies, DISTRICT's, Special



DISTRICT's, and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents or representatives as additional Insureds.

Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**2.4.3 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY, its Agencies, DISTRICT's, Special DISTRICT's, and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**2.4.4 Property and Product Insurance:** Property and Product Insurance for the facility shall be provided by the through the life of the project in the amounts of \$1,000,000 per each occurrence and \$1,000,000 generate aggregate limit.

**2.4.5 Fire Insurance:** Provide Fire Insurance in the amount not less than 90% of the full insurable value of all of the insurable components of the project.

**2.4.6 General Insurance Provisions - All lines:**

**2.4.6.1** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

**2.4.6.2** The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either a) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or b) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**2.4.6.3** CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either a) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and b) if requested to do so orally or in writing by the County's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect.

Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.*  
*the original endorsements for each policy and the Certificate of Insurance.*

**2.4.6.4** It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY or the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

**2.4.6.5** If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

**2.4.6.6** CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

**2.4.6.7** The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY.

**2.4.6.8** CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **2.5 INDEMNITY AND HOLD HARMLESS**

**2.5.1** CONTRACTOR agrees to and shall indemnify and hold the COUNTY, its Directors and Officers, Special Departments, Districts, Board of Supervisors and/or Supervisors, elected officials, employees, agents, and representatives free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal

injury, property damage or other cause asserted or, based upon any act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the COUNTY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of the COUNTY, its Directors and Officers, Special Departments, Districts, Board of Supervisors/Directors, elected officials, employees, agents or representatives of State of California. As part hereto of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees, the COUNTY, its Directors and Officers, Special Departments, Districts, Board of Supervisors/Directors, elected officials, employees, agents or representatives of State of California from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.

- 2.5.2** If any such claim, action, or proceeding is brought against the COUNTY or County's officers, agents, employees, independent contractors, State of California, State Parks, Division of Boating and Waterways, CONTRACTOR, upon notice from the COUNTY, shall defend the same at CONTRACTOR's expense by counsel satisfactory to County.
- 2.5.3** The COUNTY shall promptly notify CONTRACTOR of any claim, action, or proceeding against COUNTY, or County's officers, agents employees, independent contractors, State of California and consultants relating to the performance, or omission to perform, any term or condition of this Contract. County shall cooperate fully in the defense of such claim, action, or proceeding.
- 2.5.4** County and/or State of California shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the COUNTY.

### **ARTICLE 3    SITE CONDITIONS**

#### **3.1    DIFFERING SITE CONDITIONS**

- 3.1.1** The CONTRACTOR shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and satisfy himself as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of CONTRACTOR's error or negligence in acquainting himself with the conditions at the site.
- 3.1.2** The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by COUNTY. The CONTRACTOR shall promptly report in writing to COUNTY any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by CONTRACTOR.
- 3.1.3** If CONTRACTOR performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of COUNTY, CONTRACTOR shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

- 3.1.4** The COUNTY will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the CONTRACTOR to proceed with the Work.
- 3.1.5** The CONTRACTOR shall provide competent engineering services to lay out the Work, horizontally and vertically, and all parts thereof, and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.
- 3.1.6** The CONTRACTOR shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the written approval of the COUNTY. Any benchmarks or monuments that are lost or destroyed shall be replaced by the CONTRACTOR subsequent to notification and approval from COUNTY.

### **3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

The CONTRACTOR acknowledges by submission of his/her bid that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the CONTRACTOR. Any failure of the CONTRACTOR to take the actions described and acknowledged in this paragraph will not relieve the CONTRACTOR from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the COUNTY.

### **3.3 DIMENSIONS AND MEASUREMENTS**

All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place shall be verified and calculated by the CONTRACTOR by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the COUNTY before any work affected thereby has been performed. Failure to notify the COUNTY before starting work will be considered acceptance by the CONTRACTOR. Where doubts as to dimensions exist, COUNTY shall determine the correct dimensions.

## **ARTICLE 4 CONTRACT DURATION – PERIOD OF PERFORMANCE**

The performance period for this project including all project submittals, reviews and actual construction will last for one hundred (100) calendar days, including project completion, punch list and issuance of the Notice of Completion.

## **ARTICLE 5 SCHEDULES**

### **5.1 SCHEDULE OF VALUES (SOV)**

During the First Period of Performance CONTRACTOR shall submit to PM a draft SOV within five (5) calendar days of receipt of the First Period of Performance Notice to Proceed. The PM, PA and COUNTY will review the draft SOV and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the SOV as necessary to obtain approval from the PM, PA and COUNTY. CONTRACTOR shall revise and resubmit the SOV as quickly as is needed to secure approval from PM, PA and COUNTY by the end of the First Period of Performance.

The SOV shall be based on the Bid Form and Construction Specifications Institute (CSI) divisions found in the technical specifications. Separate line items that do not have CSI numbers in the technical specifications may be used for breaking down large sections of the Work into smaller sections. The SOV shall be broken down into easily quantifiable line items, in a format acceptable to the COUNTY. Each line item in the SOV shall be assigned a quantity and lump sum price. The SOV shall be provided in the required amount of detail, as determined by the COUNTY. **The unit prices provided in the SOV shall be the basis for payment and the established unit prices shown in the SOV shall be the basis for all change orders.**

## 5.2 CONSTRUCTION SCHEDULE (CS)

**5.2.1** During the First Period of Performance CONTRACTOR shall submit to PM a draft CS within five (5) calendar day of receipt of the First Period of Performance Notice to Proceed. PM, PA and COUNTY will review the CS and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the CS as necessary to obtain approval from the PM, PA and COUNTY. CONTRACTOR shall revise and resubmit the CS as quickly as is needed to secure approval from PM, PA and COUNTY by the end of the First Period of Performance.

The schedule shall be in the form of a critical path method (CPM) schedule of suitable scale (per the COUNTY) to indicate appropriately the percentage of work scheduled for completion by any given date during the period. **The line items of the CS must agree with the line items of the SOV.**

Any proposed early completion date shall show the difference between that date and the contract completion date as float, **which shall belong to both the COUNTY and CONTRACTOR.** The CONTRACTOR shall submit all schedules in the current version of Microsoft Project. CONTRACTOR shall also prepare and submit a two-week, look-ahead schedule at each weekly project progress meeting. The two-week, look-ahead schedule shall show, in detail, the upcoming work activities for the next two (2) weeks.

**5.2.2** If, in the opinion of the PM or the COUNTY, the CONTRACTOR falls behind the approved schedule, the CONTRACTOR shall take steps necessary to improve its progress without additional cost to the COUNTY. This shall include, but not be limited to, working overtime, working weekends, and using additional crews. Upon written request by the COUNTY the CONTRACTOR shall, within five (5) calendar days of the request, submit a recovery schedule to the PM for review and approval. The recovery schedule shall detail all steps taken to recover the schedule to its original completion date.

## 5.3 LONG LEAD ITEM SCHEDULE (LLS)

Within eight (8) calendar days after CONTRACTOR's receipt of the First Period NTP CONTRACTOR will meet with the PM and the PA and determine which items will be considered long lead items. The CONTRACTOR will be responsible to set up this meeting. The standard to be used to determine long lead items will be any material that takes more than three (3) weeks to order.

Within the first ten (10) calendar days after CONTRACTOR's receipt of the First Period of Performance NTP CONTRACTOR will submit a draft LLS. The LLS shall be based on the draft CS. The LLS shall be an Excel document listing each long lead item and having columns for: Technical Submittal Approval Deadline, Shop Drawing Submittal Approval Deadline, Order Deadline and Delivery Deadline.

PM, PA and COUNTY will review the LLS and give comments to the CONTRACTOR within three (3) working days. CONTRACTOR will revise the LLS as necessary to obtain approval from the PM, PA and COUNTY. CONTRACTOR shall revise and resubmit the SOV as quickly as is needed to secure approval from PM, PA and COUNTY by the end of the First Period of Performance. Complete, approved LLS shall agree with complete, approved CS.

The anticipated lead time for each long lead item will be provided by the CONTRACTOR's material supplier in writing. The statement from the material supplier will be stated in the following form: "\_\_\_\_\_ Co. (the supplier) anticipates that \_\_\_\_\_ (product) will be available for delivery to the job site within \_\_\_\_\_ weeks from the date of order."

The statement is not meant as a guarantee but as an estimate.

The CONTRACTOR will be required to provide proof that long lead items have been ordered. The proof will be a copy of the receipt from the material supplier showing that the down payment was made, that the order was placed and giving an anticipated delivery date.

The CONTRACTOR is responsible to determine what is a realistic time frame to provide shop drawings and when long lead items shall be needed on the job site. CONTRACTOR shall be required to make all submittals for long lead items per the LLS. Submittal of long lead item shop drawings and proof of long lead item orders shall be line items on CONTRACTOR's pay application. If shop drawings submittals are not made and proof of orders are not submitted as required by the LLS the payment application will be deemed incomplete and the COUNTY will not accept it for processing.

## **ARTICLE 6 SPECIFICATIONS AND DRAWINGS**

**6.1 CORRELATION AND INTENT OF CONTRACT DOCUMENTS:** Anything called for in one section of the Contract Documents and not called for in others shall be of like effect as if required and called for by all sections.

**6.1.1 Discrepancies:** Whenever a discrepancy or inconsistency is found to exist in the Contract Documents, it is the duty of the party discovering it to immediately advise the PM of its existence.

**6.1.2 Conflicts Between Contract Documents:** In case of conflicts between the Contract Documents, the order of precedence shall be as follows. Order of precedence, in this case, applies to the Project contract documents since both sets are part of the Contract Documents for this project.

1. Modifications or changes last in time are first in precedence
2. Addenda
3. COUNTY-CONTRACTOR agreement
4. General Conditions
5. Technical Specifications (Special Provisions)
6. Drawings – if conflict exists between dimensions given on drawings and the scaled measurements, the dimensions shall govern, such as between large-scale drawings and small-scale drawings, the larger scale shall govern
7. If conflict exists between the two (2) project documents included in the Contract Documents, CONTRACTOR is to ask for clarification
8. Architectural drawings
9. Mechanical drawings
10. Electrical drawings
11. If conflict arises between detailed drawings and typical details bound within the specifications, the detailed drawings govern
12. Applicable County standards unless modified by the Contract Documents
13. Shop drawings
14. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern
15. Schedules shown on the drawings take precedence over conflicting information given on drawings

- 6.2 TECHNICAL SPECIFICATIONS (SPECIAL PROVISIONS):** Technical specifications are produced by the design team. They describe submittals that are required, the materials to be used, and the quality of materials to be used, their proper storage, installation, and execution. They state required testing for each material requiring testing.

Technical specifications are most commonly organized according to the Construction Specifications Institute (CSI) numbering system.

- 6.3 STANDARD SPECIFICATIONS:** The work shall be done in accordance with applicable parts of the 2009 edition of the "Standard Specifications for Public Works Construction" (also known informally as the "Green Book"), as published by Building News, Inc., 3055 Overland Avenue, Los Angeles, California 90034. These provisions shall be referred to as the "Standard Specifications". In case of conflict between the Standard Specifications and these Contract Documents, the provisions of the Contract Documents shall control.
- 6.4 COPIES OF CONTRACT DOCUMENTS:** The COUNTY will furnish CONTRACTOR with five (5) complete sets of the Contract Documents. Additional sets will be provided to the CONTRACTOR at the cost of reproduction. CONTRACTOR must have one (1) complete set of Contract Documents present at the job site at all times.
- 6.5 CAPTIONS:** Captions used in the Contract Documents are for convenience purposes only, and do not modify the terms or requirements of the Contract Documents.
- 6.6 AS-BUILT DRAWINGS:** CONTRACTOR shall provide and maintain an up-to-date set of as-built plans on site during the course of construction. PM and Inspector shall verify that as-built

drawings are up-to-date before signing any pay applications. Pay applications may not be signed by PM and Inspector unless as-built drawings are up-to-date.

Concurrently with completion of the work, CONTRACTOR shall deliver to COUNTY one (1) complete set of plans correctly depicting the work as-built. The as-built information shall be on one of the five (5) sets of drawings provided to the CONTRACTOR by the COUNTY at the commencement of work. All work that differs from the Contract Documents shall be marked clearly on the as-built drawings. Wherever appropriate, as-built information shall be dimensioned accurately and clearly. The as-built plans shall be accompanied by CONTRACTOR's certificate that they accurately depict the work as-built.

Whenever changes in the work mean that the Contract Documents do not accurately describe a particular portion of the work as to actual construction, compaction, tolerance, performance standards, tests, or similar matters, CONTRACTOR shall prepare and submit to COUNTY appropriate supplemental documentation concurrently with completion of the work.

As-built information shall be put into the electronic files by the architectural firm responsible for the design of the project.

## **ARTICLE 7 SUBMITTALS AND RFIS**

### **7.1 SUBMITTALS**

**Submittal Requirements:** CONTRACTOR shall submit, for approval by the COUNTY, product samples and technical data as required by the Contract Documents, or as requested by the COUNTY. No work shall be initiated or fabricated by CONTRACTOR until written COUNTY approval has been given.

CONTRACTOR shall submit a list of all **long-lead items**. See Section 5.3 Long Lead Items Schedule (LLS).

**The CONTRACTOR shall make all submittals within three (3) weeks of receipt of NTP for the first period of performance. See 4.1 First Period of Performance.**

Five (5) sets of submittals shall be submitted by the CONTRACTOR to the PM accompanied by a transmittal giving a detailed list of material submitted, indicating the CSI division number, the date and means by which submittal was made.

Submittals shall be complete. **NO PARTIAL SUBMITTALS WILL BE ACCEPTED.** Submittals are defined in each technical submittal section. A complete submittal is one which contains all of the elements required in the technical submittal section.

**NO BUNDLED SUBMITTALS WILL BE ACCEPTED.** Submittals shall be made by individual CSI division number or by individual material name if no CSI number is given in the technical specifications. Technical submittals from more than one (1) CSI division number or for more than one (1) building material may not be combined into one (1) submittal. Each material must have its own submittal.



All pieces of a submittal shall be marked with the name of the project and with the CSI division number. They shall bear a stamp from the CONTRACTOR, signed and dated. Submittals without a transmittal, project name, CSI division number and/or CONTRACTOR's stamp shall be rejected as incomplete.

CONTRACTOR's stamp indicates that the CONTRACTOR has reviewed the submittal; it is complete, and to the best of CONTRACTOR's knowledge, correct.

Submittals shall be reviewed by the PA within fourteen (14) calendar days from the date that the PA receives the submittals.

If the submittals vary, in any way, from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of such variation on the transmittal and/or in the submittal documents. CONTRACTOR will not be relieved of responsibility for executing the work in accordance with the Contract Documents even though such submittals have been approved.

Approval by COUNTY of submittals will be general and, except as provided above, shall not be construed: (1) as permitting any departure by CONTRACTOR from the project requirements; (2) as relieving CONTRACTOR of the responsibility for any error in details, dimensions or otherwise that may exist; or (3) as approving departures from additional details or instructions previously furnished by COUNTY.

If submittals are regularly being found to be stamped with the CONTRACTOR's stamp but are incomplete or bundled, not in agreement with the Contract Documents, and/or incorrect in other ways, the CONTRACTOR will be charged by the PM to re-review all submittals of this nature using the PM's standard hourly rate. In this case the project manager shall submit a bill to the CONTRACTOR and to the COUNTY. The bill will be paid by the COUNTY who will deduct the amount from the CONTRACTOR's monthly payment application amount and pay the PM directly.

The PA will have three (3) weeks from the date of receipt of all technical submittals made in the Period of Performance to review and return them. The CONTRACTOR will have ten (10) calendar days to resubmit all "Rejected" or "Revise and Resubmit" submittals from the date of CONTRACTOR's receipt. The monthly payment applications will include a line for approval of PM stating that timely submittal (or resubmittal) of technical submittals is occurring. If CONTRACTOR does not meet the ten (10) calendar day deadline for resubmittal of all technical submittals, project manager and/or COUNTY representative will not approve the monthly pay application until the situation is remedied.

**7.2 SUBSTITUTIONS: Substitution requests will ONLY be accepted at the pre-construction conference.** Substitution requests will comply with the requirements of this section or they will be rejected.

Substitution requests have the same requirements as any submittal. Additionally, CONTRACTOR will provide:

1. The reason CONTRACTOR wishes to make the substitution;
2. The difference, if any, in cost to the CONTRACTOR backed up by statements from suppliers;
3. A list of materials that directly interface with the material that is requested to be substituted;

4. A written analysis, by the CONTRACTOR, of how the requested substitution will affect the interface of the product with the materials with which it interfaces;
5. Backup technical information from manufacturers for any claims made in "4" above; and
6. Technical data from the manufacturer giving all relevant properties of the product.

If a product is discontinued during the course of the project and a substitution must be found, PM will request a substitution packet be submitted in writing. The substitution packet shall follow all requirements of this section.

If a proposed substitution requires a substantial revision of the Contract Documents in order to accommodate its use, it will not be considered.

- 7.3 SHOP DRAWINGS:** CONTRACTOR shall submit, for approval by the COUNTY, shop drawings required by the Contract Documents, or such drawings that may be requested by the COUNTY. No work shall be initiated or fabricated by CONTRACTOR until written COUNTY approval has been given.

Five (5) sets of shop drawings shall be submitted by the CONTRACTOR to the PM accompanied by a transmittal giving a detailed list of the drawings submitted, the date and means by which they were submitted, and the CSI Division number. Drawings shall be complete in every respect and bound in sets. Drawings shall be marked with the name of the project, the CSI division number, and shall be numbered consecutively.

Shop drawings shall bear a stamp from the CONTRACTOR and be signed and dated. The stamp indicates that the CONTRACTOR has reviewed the drawings and that, to the best of their knowledge, the drawings are correct. CONTRACTOR shall submit shop drawings according to the submittal schedule and in enough time to allow fourteen days review time by the COUNTY and ample lead time for the product to be manufactured and delivered to the site on time.

If the shop drawings show variations from the requirements of the Contract Documents, CONTRACTOR shall make specific mention of such variations on the transmittal. CONTRACTOR will not be relieved of responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

Approval by COUNTY of shop drawings will be general and, except as provided above, shall not be construed: (1) as permitting any departure by CONTRACTOR from the project requirements; (2) as relieving CONTRACTOR of the responsibility for any error in details, dimensions or otherwise that may exist; or (3) as approving departures from additional details or instructions previously furnished by COUNTY.

If shop drawings are regularly being found to be stamped with the CONTRACTOR's stamp but are incomplete or bundled, not in agreement with the Contract Documents, or incorrect in other ways, the CONTRACTOR will be charged by the PM to re-review all shop drawings of this nature using the PM's standard hourly rate. In this case the PM shall submit a bill to the CONTRACTOR and to the COUNTY. The bill will be paid by the COUNTY by deducting the billed amount from the CONTRACTOR's monthly payment application amounts and paying the amount directly to the PM.

- 7.4 BRAND NAME OR TRADE NAME—SUBSTITUTION OF EQUALS:** Whenever any materials, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words “or equal” except where the product is designated to match other products and is so specified. If CONTRACTOR wishes to substitute an “or equal” for a brand or trade named product, CONTRACTOR must submit a substitution request per SUBSTITUTION section.

## **ARTICLE 8 CHANGES TO CONTRACT**

- 8.1 REQUESTS FOR INFORMATION (RFIs):** The CONTRACTOR will use the COUNTY’s RFI form.

Whenever the CONTRACTOR submits an RFI the CONTRACTOR is REQUIRED to suggest a solution to the problem or an answer to the question. RFIs without this information will be returned to the CONTRACTOR as incomplete.

The COUNTY, the PA, and/or the PM, will furnish answers to the CONTRACTOR’s questions asked in the RFIs. Further detailed explanations, instructions and/or drawings may also be provided by the COUNTY, PA or PM in response to RFIs. The COUNTY, the PA, and/or the PM will answer RFIs within fourteen (14) calendar days of receipt of RFI by PM. COUNTY and/or PM may make minor changes to the work that do not involve extra cost or time and are not inconsistent with the Contract Documents.

CONTRACTOR’s acting on explanations, instructions and drawings means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work and in accordance with the intent of the Contract Documents as to price and time.

**If there is cost or time impact resulting from COUNTY’s response to an RFI, CONTRACTOR must indicate that this is the case by amending the RFI. To amend the RFI CONTRACTOR must check the “Extra Cost Associated with this RFI” and/or the “Additional Time Associated with this RFI” box(es) on the RFI form and date the form in the space provided for it. The RFI form must then be resubmitted to the project manager.**

The CONTRACTOR will have seven (7) calendar days from the submittal date of such an amended RFI to submit a Request for Change Order (RFCO) to the project manager. The RFCO must reference the RFI number in the space provided for this information. **CONTRACTOR MUST SUBMIT AN RFCO WITHIN THE STIPULATED TIME PERIOD. IF CONTRACTOR DOES NOT SUBMIT THE RFCO WITHIN THE REQUIRED TIME PERIOD, CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ADDITIONAL PAYMENT. IF CONTRACTOR DOES NOT SUBMIT THE RFCO WITHIN THE REQUIRED TIME PERIOD CONTRACTOR WAIVES ANY RIGHT IT MAY HAVE TO ADDITIONAL TIME.** Failure to submit an RFCO does NOT relieve the CONTRACTOR of the responsibility to perform the work described in the RFI.

- 8.2 Field Orders (FOs):** The PM and PA may issue clarifications that do not have a time or cost impact to the Work. The FO may have attachments, as required.

CONTRACTOR’s acting on explanations, instructions and drawings means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work and in accordance with the intent of the Contract Documents as to price and time.

### 8.3 CONTRACTOR'S REQUEST FOR CHANGE ORDERS (RFCOs) AND CHANGE ORDERS (COs):

**8.3.1 CONTRACTOR'S RFCOs:** Whenever, in COUNTY's judgment, the Work (cost or duration) described by the Contract Documents should be altered, added to or deducted from, the COUNTY will authorize the PM to request, in writing, an RFCO from the CONTRACTOR.

If there are existing conditions or if CONTRACTOR is impacted by unforeseeable causes beyond the control of, and without the fault or negligence of CONTRACTOR, that will cause cost impact to the CONTRACTOR, he may, within ten (10) calendar days from the discovery of such causes, submit to the COUNTY, through the project manager, an RFCO. COUNTY may request that the CONTRACTOR issue an RFCO. **Unless such notice is given to the COUNTY by the CONTRACTOR in the form of an RFCO, within ten (10) calendar days of discovery, CONTRACTOR waives any right it may have to additional payment.**

**Mark-ups allowed for additional work:**

1. CONTRACTOR will be allowed to mark up their change order work by 15%. 10% is for profit and 5% is for overhead for a total of 15%.
2. Time and Materials: Payment for time and materials will be based on the following:
  - a. Labor: Negotiated labor rate plus 15% overhead and profit
  - b. Material: actual invoice amount plus 15%
  - c. Equipment: equipment rate plus 15%
  - d. Subcontractor work: subcontractor actual amount plus 5%. Subcontractor is allowed 10% overhead and profit.
  - e. Bond premium increases shall be 1.5%

NOTE: COUNTY is allowed to deduct work from the contract with no penalty to the COUNTY and without charge by the CONTRACTOR.

The RFCO will be submitted to the PM who will check that:

1. The RFCO is filled in completely.
2. Backup is provided as follows:
  - a. For all material in the form of a quote from CONTRACTOR's supplier.
  - b. Manufacturer's data is provided that gives a thorough description of the product proposed such as that provided for a submittal and following the requirements of a submittal (if CONTRACTOR has not already made a technical submittal for the product).
  - c. Labor hours broken down by job description, number of hours, equipment operated and number of hours equipment will be operated.
  - d. **CONTRACTOR must indicate why work warranting additional time requested, if any, cannot be performed concurrently with other work.** In other words, if work is not part of the Critical Path additional time will not be allowed for it. Additional time requested must coincide with labor breakdown.
3. The hours and cost associated with the RFCO are within reason according to the PM.

Once the PM has reviewed the RFCO per items 1-3 above and verifies that RFCO is complete and correct, PM will present RFCO to the COUNTY for approval. PM will inform the COUNTY if he/she agrees or disagrees with the cost and/or time requested.

**NO WORK THAT IS BASED ON AN RFCO MAY BE PERFORMED UNTIL A CO IS WRITTEN AND HAS BEEN EXECUTED BY BOTH PARTIES.**

- 8.3.2 COs:** A Change Order (CO) is an amendment to the agreement between the COUNTY and the CONTRACTOR. It may alter the cost and/or the duration of the agreement. The COUNTY representative will issue five (5) copies of a CO when COUNTY believes that a CO is warranted. CONTRACTOR shall promptly sign the five copies of the CO. COUNTY will submit the five copies of the CO to the appropriate County party for execution. **NO WORK THAT IS CONTAINED IN A CO MAY BE PERFORMED BY THE CONTRACTOR UNTIL THE CO HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

All work done pursuant to a CO shall, except as provided in a particular CO, be done in accordance with relevant portions of the Contract Documents. Each CO shall be considered as an amendment to the Contract Documents. This section does not limit the ability of the COUNTY to issue further detail drawings, explanations and instructions that are customarily given by COUNTY during the course of the work and that do not increase the cost of the project.

The COUNTY may negotiate the cost/time assigned to a CO with the CONTRACTOR directly or through the PM. The COUNTY and the CONTRACTOR shall agree, before any work pursuant to a CO is accomplished, as to whether the contract price should be modified or the time for completion for the work should be altered by reason of the CO. The Parties agree to negotiate in good faith as to such matters.

Failure to agree to time or price of a CO does not affect CONTRACTOR's duty to promptly comply with an issued CO. If such a disagreement exists, the CONTRACTOR will be allowed 50% of the time and cost requested by the CONTRACTOR in the CO. Remaining cost and time impact will be the subject of a formal claim pursuant to the Dispute article.

In cases where the COUNTY and the CONTRACTOR do not agree that a CO is needed, CONTRACTOR shall proceed with the work and submit a formal claim pursuant to the Dispute article.

- 8.4 DAMAGES:** CONTRACTOR acknowledges that failure to perform in strict accordance with the Contract Documents will cause COUNTY to suffer special damages in addition to cost of completion of the work. Such special damage could include, but is not limited to, loss of revenue, lease rental cost, additional salaries and overhead, interest during construction, additional engineering, inspection expenses, and cost of maintaining or constructing required or alternate facilities.

## **ARTICLE 9 LIQUIDATED DAMAGES AND TIME EXTENSIONS**

- 9.1 LIQUIDATED DAMAGES:** It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the COUNTY and that it will be impractical and

extremely difficult to ascertain and determine the actual damage which the COUNTY will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the COUNTY, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of Five Hundred Dollars (**\$500**) per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the COUNTY, the COUNTY shall deduct the amount thereof from any moneys due or that may become due to the Contractor under the contract.

Liquidated damages will be assessed for delays in completing Performance within the time set.

## **9.2 UNAVOIDABLE DELAYS**

### **9.2.1 Time Extension:**

**9.2.1.1** The CONTRACTOR will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays that may result through causes beyond the control of the CONTRACTOR and that could not have been avoided by the exercise of care, prudence, foresight, and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.

**9.2.1.2** If the CONTRACTOR is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract COs, during such extension time liquidated damages shall not be charged to the CONTRACTOR.

**9.2.1.3** Unavoidable delays within the meaning of this section shall be those caused by Acts of God, acts of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.

**9.2.1.4** Delays in the performance of parts of the work that may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

**9.2.2 Weather:** Inclement weather shall not be a prima facie reason for granting a time extension. The CONTRACTOR shall make every effort to continue work under prevailing conditions. However, if the inclement weather prevents the CONTRACTOR from beginning at the usual starting time, or prevents the CONTRACTOR from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the COUNTY will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

### **9.2.3 Notice of Delays:**

**9.2.3.1** Whenever the CONTRACTOR foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay

that he regards as an unavoidable delay, the CONTRACTOR shall notify the COUNTY in writing of such delay and its cause; in order that the COUNTY may take immediate steps to prevent, if possible, the occurrence or continuance of the delay; and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

**9.2.3.2** After the completion of any part or the whole of the Work, the COUNTY, in calculating the amount due the CONTRACTOR, will assume that any and all delays that have occurred have been avoidable delays, except such delays as shall have been called to the attention of the COUNTY at the time of their occurrence and found by the COUNTY to have been unavoidable as substantiated by a CO. The CONTRACTOR shall make no claims that any delay not called to the attention of the COUNTY at the time of its occurrence has been an unavoidable delay.

**9.3 REQUEST FOR TIME EXTENSION:** In the event the CONTRACTOR requests an extension of contract time for unavoidable delay, justification shall be submitted to the project manager no later than seven (7) calendar days after the initial occurrence of any such delay using an RFCO. When requesting time for proposed COs, the request(s) must be submitted on the RFCO form with full justification. If the CONTRACTOR fails to submit justification, he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule Critical Path as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following information:

1. The duration to perform the activity relating to the change(s) in the work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
2. Logical activity ties (to the project construction schedule Critical Path) for the proposed changes and/or delay showing the activity(s) in the schedule whose start or completion dates are affected by the change and/or delay.

The COUNTY, after receipt of such justification and supporting evidence, shall make its finding of fact. The COUNTY's decision shall be final and conclusive and the COUNTY will advise the CONTRACTOR in writing of such decision. If the COUNTY finds that the CONTRACTOR is entitled to any extension of Contract time, the COUNTY's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

In the event the CONTRACTOR disagrees with the COUNTY's decision, the CONTRACTOR shall be required to submit a claim pursuant to the DISPUTE article.

## **ARTICLE 10 PAYMENT TO CONTRACTOR**

**Payment to CONTRACTOR:** CONTRACTOR will use the payment application provided by the COUNTY similar to Exhibit 3 of the Request for Bids. It will contain signature lines for:

1. Project Manager
2. Chief Inspector
3. Project Architect

4. COUNTY Representative
5. CONTRACTOR (CONTRACTOR's signature must be notarized)

Additionally, payment application will have lines for PM, Chief Inspector and COUNTY sign-off, or approval, verifying that the submittal of updated construction schedule, as-built drawings, various technical submittals, long lead item submittal documents, RFCOs and other required documents relating to the month have been made. See clauses contained in these general conditions for identification of these documents. Payment applications will be unique to each month. COUNTY will provide monthly payment applications one month before they are needed by the CONTRACTOR.

CONTRACTOR may submit payment applications to the PM each month. CONTRACTOR, PM and Chief Inspector will agree on percentage complete of each schedule of values line item. Progress payments will be made to CONTRACTOR approximately monthly in the amount of 90% of the value of labor expended upon and materials incorporated into the work, or delivered for incorporation into the work. **The risk of loss of stored material lies with CONTRACTOR.**

Project manager may not accept payment applications until the CONTRACTOR's schedule and as-built drawings have been updated. As-built drawings must be approved each month by the Inspector.

The PM has the option to accept material on site and authorize payment to the CONTRACTOR for said material before it is installed. **Risk of loss of stored material still lies with CONTRACTOR.**

Once the COUNTY approves the monthly payment application the monthly progress payment due the CONTRACTOR shall be paid. When CONTRACTOR accepts the monthly payment it will serve as acknowledgement by the CONTRACTOR that the monthly payment is correct and acceptable to the CONTRACTOR.

COUNTY may withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any payment to CONTRACTOR to such extent as may be necessary to protect the COUNTY on account of any of the following: defective work; claims filed, or reasonable evidence indicating probability of filing of claims; failure of CONTRACTOR to make payments properly to a subcontractor or supplier; a reasonable doubt that the project can be completed for the balance then unpaid; damage to another contractor or person or property; or default of CONTRACTOR in the performance of the terms of the Contract Documents.

After the work is complete in every respect and the COUNTY has accepted the work (subject to any legal requirements), CONTRACTOR will be paid the retention sum of 10%, less any sums due or to become due to COUNTY, thirty-five (35) days after the recordation of the Notice of Completion.

#### **ARTICLE 11 INSPECTION OF MATERIALS AT THE SOURCE**

Unless otherwise specified, inspection is required at the source for materials and fabricated items such as (but not necessarily limited to) bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar ship or plant operations. Steel pipe in size less than eighteen (18) inches, vitrified clay, asbestos-cement and cast-iron pipe in all sizes are acceptable upon certification as to compliance with the Contract Documents, subject to sampling and testing by COUNTY. Standard items of equipment such as electric motors, pumps, and plumbing fixtures are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards or large pumps are subject to inspection at the source.



When CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located outside the jurisdictional area of COUNTY, the following applies at COUNTY's option:

1. Should COUNTY elect to make its own inspection at the source, the salaries for COUNTY personnel on an 8-hour day and 40-hour week, and costs for normal commuting mileage, will be paid by COUNTY. CONTRACTOR shall reimburse COUNTY at rates established by COUNTY for all costs in excess of the foregoing that arise from providing inspection service.
2. When COUNTY does not elect to make its own inspection at the source, an inspector or accredited testing laboratory approved by the COUNTY shall be engaged by CONTRACTOR, at CONTRACTOR's expense, to inspect the materials, equipment, or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Contract Documents and shall forward reports required by the COUNTY.

Before incorporation into the work, CONTRACTOR shall make submittals as required per "Submittals" section, at no cost to COUNTY. Unless otherwise provided, all testing shall be performed under the direction of COUNTY.

CONTRACTOR shall notify COUNTY in writing, within the submittal package of its intention to use materials for which tests are required, to allow sufficient time to perform the tests.

The work covered in the Contract Documents shall be subject to inspection and approval by all applicable governmental authorities. The CONTRACTOR shall be required to furnish, at its own expense for the approval of all applicable governmental authorities, such samples, shop drawings and patterns as may be required for completion and approval of the work, and all work shall be in accordance therewith.

The Inspector will be the authority regarding which materials need testing and/or inspection. The Inspector will determine the appropriate reference standard to use for testing if it is not stated in the Contract Documents.

## **ARTICLE 12 PERFORMANCE**

**12.1 PRECONSTRUCTION CONFERENCE:** After County Counsel has received, reviewed and approved the apparent low Bidder's insurance and bonds, COUNTY will schedule a preconstruction conference. Preconstruction Conference will be scheduled within two weeks of County Counsel approval. The conference shall be attended by representatives of the CONTRACTOR and all subcontractors.

CONTRACTOR shall bring to the conference:

1. A written designation of each person authorized by CONTRACTOR for the following:
  - a. To execute for CONTRACTOR a CO when the amount involved does not exceed \$100
  - b. To execute for CONTRACTOR any CO over \$100
  - c. To bind CONTRACTOR as to any matter relating to the work or Contract Documents
2. A written list of the names of each person CONTRACTOR proposes to use in a supervisory capacity on site **and a statement of their qualifications.**

3. **All substitution request packages.** If packages are not complete they will be rejected. **NO SUBSTITUTION REQUESTS WILL BE CONSIDERED AFTER THE PRE-CONSTRUCTION CONFERENCE.**

If items listed above are not provided at the pre-construction conference, or as otherwise required in Section 11.1, each day that items are outstanding will be considered a delay day eligible for liquidated damages.

## **12.2 SUPERVISION & CONSTRUCTION PROCEDURES:**

**12.2.1** The CONTRACTOR shall supervise and direct the work. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

**12.2.2** The CONTRACTOR shall be responsible to the COUNTY for the acts and omissions of the CONTRACTOR's employees, subcontractors, and their agents and agents' employees, and any other persons performing any of the work under a contract with the CONTRACTOR.

**12.2.3** The CONTRACTOR is an independent contractor and nothing in the Contract Documents shall be interpreted to make the CONTRACTOR an agent of the COUNTY or the County.

**12.2.4** CONTRACTOR shall have on site, during the progress of the work, a full time superintendent and necessary assistant(s) who are well qualified by reason of education and/or experience to supervise this kind of work for CONTRACTOR. The superintendent shall be fluent in the English language. The supervisory personnel must be satisfactory to the COUNTY at all times during the course of the work or the COUNTY will require that the personnel be replaced. The CONTRACTOR agrees to do so, promptly, without question.

Such supervising personnel are authorized by CONTRACTOR to represent CONTRACTOR concerning the work. Conduct of supervisory personnel, which at any time make it doubtful that work will be correctly completed within the stipulated time, constitutes cause for the COUNTY to require they be removed.

**12.2.5** The Project Superintendent shall not be changed except with the consent of the COUNTY, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR or ceases to be in his employ.

The COUNTY shall be notified immediately of any new Superintendent appointed to the Work and the CONTRACTOR shall submit qualifications for approval. If the COUNTY does not agree that the proposed Superintendent is suitable the CONTRACTOR agrees to propose a different one.

The Superintendent shall represent the CONTRACTOR and all directions given to him shall be as binding as if given to the CONTRACTOR.

**12.2.6** The COUNTY shall be supplied at all times with the name and telephone number of a person, in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

**12.3 PROGRESS MEETINGS:** The COUNTY PM will lead all weekly progress meetings in the PM's trailer. The CONTRACTOR's Superintendent and project manager shall attend all weekly meetings.

**12.4 TEMPORARY CONSTRUCTION SERVICES, EQUIPMENT AND PROTECTION:**  
CONTRACTOR shall:

1. Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workers, equipment, materials, the public, and property. These shall conform to all regulations, ordinances, laws, and other requirements of the State and other authorities having jurisdiction with regard to safety precautions, operations or fire hazards.
2. Provide and maintain pumping facilities, including power, for keeping the site, excavation and structures free from accumulations of water at any time whether from underground seepage, rainfall, drainage, or broken lines.
3. Maintain temporary facilities in a proper, safe-operating and sanitary condition. Remove all temporary facilities from the premises upon completion of the project.
4. Provide adequate fire extinguishers on the premises during the course of construction. These shall be of the type and sizes recommended by the National Board of Fire Underwriters to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for immediate use. The use of especially hazardous types of equipment (such as acetylene torches, welding equipment, tar pots, kettles, or salamanders) or similar work shall not commence unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use.

**12.5 USE AND PROTECTION OF PREMISES AND REMOVAL OF DEBRIS:**  
CONTRACTOR shall:

1. Take every precaution against injuries to persons or damage to property.
2. Comply with all regulations or requirements governing the use of the property.
3. Store and suitably protect its apparatus, equipment, materials, supplies and vehicles in an orderly fashion in an area approved by the COUNTY.
4. Place at the work site only such loads as are safe and consistent with the nature of the Work.
5. Effect all cutting, fitting, or patching of its work required to make it conform to the Contract Documents and interrelate with other improvements or, with the consent of COUNTY, otherwise alter existing improvements.
6. Protect and preserve established benchmarks and monuments. CONTRACTOR shall make no changes in the location of benchmarks or monuments without the prior written approval of COUNTY. CONTRACTOR shall replace and relocate any benchmarks or monuments that may be lost, destroyed, or that require shifting because of the work. All replacement and relocation work shall be accomplished only after approval of COUNTY and under the direct supervision and instruction of COUNTY.
7. Take care to protect all existing improvements. Any damaged areas or property shall be restored to original condition at the CONTRACTOR's expense.

8. Remove all surplus materials, false work, temporary structures, debris, and any other matter resulting from its operations from the site, and leave the site in an orderly condition on a daily basis.
9. Construct, operate and maintain, during the course of the work, all passageways, guard fences, lights, barricades and other facilities required by law or job conditions.
10. Guard COUNTY's property from damage or loss. This includes the use of security fencing, temporary security lighting, locked storage containers and the employment of security guards, as required.
11. Take the necessary precautions to guard against and eliminate possible fire hazards, and to prevent damage to construction, building materials, equipment, temporary offices, storage sheds and all public and private property.
12. Be responsible for the loss of or damage to materials, tools, appliances, vehicles, or work arising from acts of theft, vandalism or malicious mischief. This shall not be the responsibility of the COUNTY. The COUNTY will not be responsible for delivery of any materials (or its acceptance) to the CONTRACTOR, except for COUNTY-furnished items to be installed by the CONTRACTOR.

- 12.6 SECURITY GUARDS:** The CONTRACTOR shall provide security services as necessary to properly safeguard the work. The COUNTY will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief, or other causes.
- 12.7 COOPERATION AND COLLATERAL WORK:** CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous or collateral work by others at or near the project site. COUNTY, its workers and other contractors, have the right to operate within or adjacent to the work site. Work and operations shall be coordinated to minimize interference.
- 12.8 RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY:** In case of an emergency that threatens loss or injury to property or persons, CONTRACTOR shall act as reasonably required without prior instruction. CONTRACTOR shall notify COUNTY immediately thereafter. Any compensation claimed by CONTRACTOR, together with substantiating documentation, shall be submitted to COUNTY for consideration.
- 12.9 TEMPORARY LIGHT, POWER, WATER AND TELEPHONE:** The CONTRACTOR shall provide all utilities required for the Work, including light, power, water and telephone, and shall comply with all applicable laws, rules, and regulations of the respective utility suppliers. It is CONTRACTOR's responsibility to keep light, power, water and telephone services operational for the COUNTY on the job site and at COUNTY's facilities adjacent to the job site and/or effected by the Work.
- 12.10 MATERIALS, WORKMANSHIP AND MANUFACTURER'S DIRECTIONS:** All materials used, unless otherwise specified, shall be new, of the type and grades specified. CONTRACTOR shall, if required, furnish evidence satisfactory to COUNTY that such is the case.

Except as elsewhere provided, manufactured articles, materials and equipment shall be installed, connected, used, cleaned, applied and conditioned in accordance with the manufacturer's current printed directions. Copies of such directions shall be obtained by CONTRACTOR and kept on site during the course of the work.

All workmanship shall be of the best quality and all workers shall be suitably skilled in the work that they perform. Any worker, whom the COUNTY may deem incompetent, disorderly or detrimental to the job in any way, shall be removed by CONTRACTOR from the Work assignment. CONTRACTOR shall install two office trailers on site during the first week of construction to remain on site during the course of construction for the CONTRACTOR and Inspector's use.

## **12.11 OFFICE TRAILERS: (Not required)**

The CONTRACTOR will provide office trailers as described below. The trailers will be grouped close together at a location determined by the COUNTY immediately adjacent to the job site.

CONTRACTOR's trailer must be large enough to accommodate office facilities for the CONTRACTOR's Superintendent and have a separate conference room large enough to accommodate meetings with at least twelve (12) meeting attendees. Additionally, CONTRACTOR's office trailer must have a restroom. Conference room will be used by the Project Manager to hold the weekly project meetings and any other meetings relating to the project as needed.

CONTRACTOR will also provide two (2) 8' x 20' (minimum) office trailers on the job site for the use of the project management and inspection team. They will both have restrooms. They will both have electrical service, two (2) phone lines and internet service.

The COUNTY will provide electrical and water service and a site for the trailers. CONTRACTOR must provide holding tanks for the restrooms in the three trailers. CONTRACTOR will pay for the rental of the trailers and the servicing of the restroom holding tanks.

CONTRACTOR must provide bottled water in all trailers for the duration of the contract.

The CONTRACTOR will provide a copy machine and a fax machine in their trailer for their own use and for the use of the Inspection team.

## **12.12 GENERAL CLAUSES:**

**12.12.1** The COUNTY and/or its representatives shall determine the amount, quality, acceptability and fitness of all parts of the work, and shall interpret the Contract Documents. No act or omission of the COUNTY relieves CONTRACTOR of the duty to perform and complete the work in strict conformity with the Contract Documents.

Upon request, COUNTY shall put in writing any oral order, objection, requirement, or determination.

**12.12.2** If the CONTRACTOR needs direct communication with the COUNTY, CONTRACTOR may speak to the COUNTY's Assistant Director for Capital Improvement Projects.

**12.12.3** COUNTY and representatives from the State of California shall have access at all times to the construction work. CONTRACTOR shall provide proper facilities for access and inspection.

**12.12.4** No work shall be performed on site other than during normal weekday working hours without the prior knowledge and prior written consent of COUNTY. **Working hours for the project will be determined by the PM and the COUNTY. If the CONTRACTOR wishes to work during hours other than those specified, the CONTRACTOR shall submit a written request to the COUNTY two (2) weeks prior to the date of the desired change of working hours or days. The COUNTY shall respond to the CONTRACTOR's written request within three (3) business days. The COUNTY shall make the final determination of whether or not the proposed change in working hours is acceptable.**

**12.12.5** When, in COUNTY's opinion, the weather or other conditions are such that attempts to perform a portion of the work will probably result in work not in accordance with the Contract Documents, or the work will be accomplished in such manner that determination as to whether said portion of the work is properly accomplished will be difficult or impossible, COUNTY shall so advise CONTRACTOR. If CONTRACTOR then proceeds, it is at CONTRACTOR's risk. When CONTRACTOR advises COUNTY that it intends to proceed despite such advice, COUNTY may then order CONTRACTOR, in writing, specifying the portion of the work involved and the conditions warranting the issuance of the order, not to proceed with the portion of the work. If CONTRACTOR proceeds, regardless of the written order not to, CONTRACTOR shall be responsible for the cost of all testing and special inspection verifying that the work performed is acceptable.

**12.12.6** The provisions of this section do not relieve CONTRACTOR from the duty to make independent determinations as to weather and other conditions which may adversely affect the proper completion of the work. Failure for any reason of COUNTY to advise CONTRACTOR as to such matters, or to issue an order as above provided does not relieve CONTRACTOR from the duty to accomplish the work in accordance with the Contract Documents. If CONTRACTOR wishes to declare any contract days unfit for the performance of work, CONTRACTOR must make a written request to the PM and receive approval, in writing, from the PM.

**12.13 ADVERTISING:** The name of CONTRACTOR and its subcontractors with their addresses and designation of specialties may be displayed on removable signs. Size, location and format of such signs is subject to the prior approval of COUNTY. Commercial advertising matter shall not be attached to or painted on the surface of buildings, fences, canopies or barricades or other structures.

**12.14 PUBLICITY RELEASES:** CONTRACTOR or its subcontractors shall not at any time release information, photographs, plans or drawings related to the project to anyone (including the press or other public communication media) without the prior written consent of COUNTY.

## **ARTICLE 13 SAFETY & HEALTH**

### **13.1 ACCIDENT PREVENTION**

**13.1.1** In performing this Contract, the CONTRACTOR shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions. For these purposes, the CONTRACTOR shall:

1. Provide a copy of its safety program;
2. Provide appropriate safety barricades, signs, and signal lights;
3. Comply with standards issued by the U.S. Government, State, COUNTY, and City, and other governing agencies having jurisdiction; and
4. Ensure that any additional measures the COUNTY determines to be reasonably necessary for this purpose are taken.

**13.1.2** The CONTRACTOR shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The CONTRACTOR shall report this data in the manner prescribed by the COUNTY.

**13.1.3** Before beginning excavation for a trench five (5) feet or more in depth, CONTRACTOR shall provide evidence of having obtained a permit from the authority having jurisdiction.

**13.1.4** Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

**13.2 SAFETY MEETINGS:** CONTRACTOR and subcontractors shall conduct safety meetings once a week. PM and Inspector will be invited to attend weekly safety meetings. CONTRACTOR is responsible to inspect all areas of the site where work is occurring and ensure that safe practices are being used. CONTRACTOR is to implement safety procedures as required.

CONTRACTOR will provide a copy of the safety meeting minutes to the PM each week.

CONTRACTOR will log all work related injuries and report all injuries to PM as soon as they are known. CONTRACTOR is to have an active Illness and Injury Prevention Plan (IIPP) in place.

### **13.3 RESPONSIBILITY TO COMPLY WITH CAL/OSHA:**

**13.3.1** All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.

**13.3.2** CONTRACTOR warrants that he and each of his subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The CONTRACTOR assumes full and total responsibility for compliance with Cal-/OSHA standards by his subcontractors as well as himself. The cost of complying with any order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the CONTRACTOR. Nothing contained therein shall be deemed to prevent the CONTRACTOR and his subcontractors from otherwise allocating between themselves responsibility for compliance with Cal/OSHA requirements; provided, however, that the CONTRACTOR shall not thereby, in any manner whatsoever, be relieved of his responsibility to the County as herein set forth.

**13.4 SANITARY FACILITIES:** CONTRACTOR shall supply and maintain at its expense such toilets and other sanitary facilities, including those which are accessible by the disabled per ADA and Title 24 requirements, necessary for use by CONTRACTOR's workers employed at the job site. Such facilities shall be approved by the COUNTY.

CONTRACTOR shall provide and maintain enclosed, fly-proof chemical toilets and hand-wash stations for the use of all persons connected with the work. CONTRACTOR will provide one toilet for every fifteen (15) work men (including all subcontractors) and one hand-wash station for every two (2) toilets. They shall be maintained in a neat and sanitary condition by the CONTRACTOR. They shall comply with all laws, ordinances, and regulations, and at the completion of the work shall be removed from the premises.

Under no circumstances shall CONTRACTOR permit workers to use restrooms or similar permanent facilities of COUNTY at or near the site without first obtaining the consent of COUNTY. If the work includes the construction of permanent toilet and plumbing facilities, CONTRACTOR shall not allow their use for any purpose whatsoever.

### **13.5 TOXIC AND HAZARDOUS MATERIALS AND WASTE**

**13.5.1 Asbestos:** Operations that may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations that may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

**13.5.2 Toxic Materials:** Operations that release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR, General Industrial Safety Orders. Some operations that may release such materials include use of adhesives, sealants, paint, and other coatings.

**13.5.3 Lead Based Paint:** Lead-based paint is prohibited. Lead-based paint is defined as:

1. Any paint containing more than five-tenths of one percent lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
2. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one percent lead by weight (calculated as lead metal) in the total content paint or the equivalent measure of lead in the dried film or paint already applied.

**13.5.4 Hauling and Disposal:** All hauling and disposal shall meet requirements of Title 22 CCR, Division 4, Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

**13.5.5 Asbestos Prohibited:** No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the County.

## **ARTICLE 14 ENVIRONMENTAL PROTECTION**

### **14.1 NPDES COMPLIANCE:**

CONTRACTOR shall prepare and implement, or cause to be prepared and implements, a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the State's National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction Activity (SWRCB Order No. 99-08 DWQ) and any amendments thereto (the "General



Permit"). The General Permit regulates both stormwater and non-stormwater discharges associated with construction activities required by this project agreement.

The SWPPP shall identify site specific "Best Management Practices" ("BMPs") to be implemented during and after construction to control pollution of stormwater runoff and receiving waters. The identified BMPs shall include, but not be limited to, "good housekeeping" practices for the construction site such as establishing stabilized construction access points, providing adequate sanitary/septic waste management, designating vehicle and equipment cleaning/maintenance areas, employing proper material handling and storage practices, maintaining adequate soil stabilization and erosion control practices to control the discharge of pollutants from the construction site and any activities thereon. The SWPPP shall also stipulate to an ongoing program for monitoring and maintenance of all BMPs.

CONTRACTOR shall be solely responsible throughout the duration of construction for placing, installing, constructing, inspecting and maintaining all BMPs identified in the SWPPP and for removing and disposing of temporary BMPs.

CONTRACTOR shall become fully informed of and comply with the applicable provisions of the General Permit, Federal, State and Local regulations that govern CONTRACTOR's activities and operation pertaining to both stormwater and non-stormwater discharges from the construction site and any area of disturbance outside construction site. CONTRACTOR shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the construction site. The SWPPP shall be made available upon request of a representative of the Santa Ana River Water Board, or the United States Environmental Protection Agency.

CONTRACTOR shall, at reasonable times, allow authorized agents of the above referenced agencies, upon the presentation of credentials, to: (i) enter upon the construction site; (ii) have access to and copy any records required to be kept as specified in the General Permit; (iii) inspect the construction site, including any off site staging areas or material storage areas and determine whether related soil stabilization and sediment control BMPs have been implemented and maintained; and (iv) sample or monitor storm-water or non-storm-water runoff for purposes of ensuring compliance with the General Permit.

CONTRACTOR shall be solely and exclusively responsible for any arrangements made between CONTRACTOR and other property owners or entities that result in disturbance of land at the construction site.

CONTRACTOR shall be responsible for all costs and for any liability imposed by law as a result of CONTRACTOR's failure to comply with the requirements set forth in this section, including but not limited to compliance with the applicable provisions of the General Permit and Federal, State and Local regulations. For the purpose of this section, costs and liabilities include, but are not limited to, any fines, penalties and damages, whether assessed against the COUNTY or CONTRACTOR.

**14.2 NOISE CONTROL:** CONTRACTOR is responsibility for noise control and conduct operations so as not to constitute a nuisance.

**14.3 DUST CONTROL:** CONTRACTOR shall control dust throughout the course of the work. Dust control is required by the COUNTY. The CONTRACTOR shall use water to control the dust. No chemical agents (such as calcium chloride) may be used without prior written authorization from the COUNTY.

**14.4 VERMIN CONTROL:** At time of acceptance of the project by COUNTY, all structures shall be free of rodents, insects, vermin and pests. The CONTRACTOR shall accomplish necessary extermination work through the use of a licensed exterminator, in accordance with applicable laws, rules and regulations.

**14.5 GENERAL ENVIRONMENTAL COMPLIANCE:** The Construction Contractor shall comply with all air pollution and environmental control rules, regulation, ordinances and statutes which apply to the Project and any work performed pursuant to this Project's Agreement

## **ARTICLE 15 COUNTY FURNISHED PROPERTY OR SERVICES**

**15.1 COUNTY FURNISHED PROPERTY:** The COUNTY may furnish to the CONTRACTOR property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be delivered to the project site. The CONTRACTOR is required to accept delivery. When the property is delivered, the CONTRACTOR shall verify its quantity and condition and acknowledge receipt in writing to the COUNTY within twenty-four (24) hours of delivery, specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the CONTRACTOR, unless otherwise indicated in this Contract.

**15.2 COUNTY FURNISHED SERVICES:** The COUNTY may furnish services to the CONTRACTOR as identified in the specification(s). CONTRACTOR will not be responsible for the cost of these services but is expected to cooperate with and accommodate the providers of said services.

## **ARTICLE 16 EMPLOYMENT PRACTICES**

### **16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS:**

**16.1.1** In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work that they ably perform.

**16.1.2** This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him. Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and that administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract.

**16.1.3** The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.

**16.1.4** All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the COUNTY shall be employed by this CONTRACTOR.

**16.2 LABOR CODE, WAGES AND HOURS:** The COUNTY, in accordance with the Labor Code, has determined that the minimum wages paid on this project shall be prevailing wages as determined by the State of California wage rates. While the wage rates shown are the minimum rates required to be paid during the life of the project, this is not a representation that labor can be obtained at these rates. It is the responsibility of Bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed because of the payment of wage rates in excess of those listed. The CONTRACTOR shall post at appropriate conspicuous points on the project site a schedule showing all determined minimum wage rates for the various classes of laborers to be engaged in work on the project and all deductions, if any, required by law to be made.

It shall be mandatory upon the CONTRACTOR and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the CONTRACTOR shall, as a penalty to COUNTY, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him. CONTRACTOR agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

Attention is directed to Sections 1770-1777 of the Labor Code. The CONTRACTOR and every subcontractor shall keep an accurate record showing the name, occupation and actual per diem wages paid to each worker employed by CONTRACTOR in connection with the work. Certified payroll shall be submitted every week to the PM by CONTRACTOR and subcontractors, through the CONTRACTOR. PM will keep certified payroll in binders in the PM trailer. These records will be available at all reasonable hours for inspection by the COUNTY, the County, or the State of California.

The COUNTY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth as provided herein.

The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his bid, and will not, under any circumstances, be considered as the basis of a claim against the COUNTY or the County on the Contract.

In accordance Public Works Project and Compliance Monitoring and Enforcement By the Department of Industrial Relations SB-854

- a. 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.
- b. Registration with the Department of Industrial Relations: Pursuant to Labor Code section 177.1, 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.
- c. Department of Industrial Relations web link: <http://www.dir.ca.gov>

In accordance with Sections 1810-1816 of the Labor Code, neither the CONTRACTOR nor any subcontractor who employs, directs, or controls the work or any worker employed to execute work done under the contract shall require or permit such worker to labor more than eight (8) hours in one calendar day except due to extraordinary emergency. The CONTRACTOR shall file with the COUNTY a verified report stating the nature of the emergency. The report shall contain the name(s) of the worker(s) and the hours worked by him or her on the particular day. Failure to file the report within thirty (30) days shall be evidence that no extraordinary emergency existed.

The CONTRACTOR and all subcontractors shall comply with all applicable provisions of the Labor Code.

### **16.3 NOTICE OF LABOR DISPUTES**

**16.3.1** If the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the CONTRACTOR shall immediately give notice, including all relevant information, to the COUNTY.

**16.3.2** The CONTRACTOR agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime CONTRACTOR, as the case may be, of all relevant information concerning the dispute.

### **16.4 EQUAL OPPORTUNITY:**

**16.4.1** CONTRACTOR and its Subcontractors agree not unlawfully discriminate harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR and its Subcontractors additionally agree to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code, the Federal Civil Rights Act of 1964, as set