

notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County 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 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 of Riverside 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 coverage's 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 or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. 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 (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's 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.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. g) The insurance requirements contained in this agreement may be met with a program(s) of self-insurance acceptable to the County.

# Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development - Office of Labor Relations.

Previous editions are obsolete Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and the amount designated for fringe benefits where a

the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers

**EXHIBIT B-1**

and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Department of Labor Wage and Hour Division Web site: [www.dol.gov/esa/whd/forms](http://www.dol.gov/esa/whd/forms), or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of

the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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## Form HUD-4010 (June 2009)

### Addendum to HUD's Federal Labor Standards Provisions FORM 4010

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the **(the applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(i)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired by contractor or subcontractors provided said payroll complies with *29 CFR 5.5(a)(3)(i)*. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the **(applicant, sponsor, or owner)**, as the case may be, for transmission to the County of Riverside – Economic Development Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency **(or the applicant, sponsor, or owner)**.

Submittal of Photocopied Payrolls:

The submittal of photocopies or other automated duplication of the contractor's regular payrolls containing all of the required information

pertinent to the CDBG-funded project is sufficient to satisfy the payroll data requirements pursuant to 29 CFR 5.5 (a)(3)(ii)(A).

<b>FEDERAL PREVAILING WAGE DECISION</b>
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(CA \_\_\_\_\_ mod. \_\_\_\_\_ )  
Insert most recent (10 days prior to bid opening) wage decision at this point.

**LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE.** A construction project covered by Federal Labor Standards Provisions (HUD-4010) requires a series of specific actions prior to the actual start of construction. Those actions are:

- a. obtaining an applicable Davis-Bacon wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals; and
- c. including appropriate labor standards provisions and the wage determination in the construction contract.

**CONSTRUCTION WAGE DETERMINATION - DEFINITION.** All construction bid documents and contracts or analogous instruments covered by the Federal Labor Standards Provisions (HUD-4010) must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

*Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs'; paragraph 2-1, section 1 paragraph 1-1.*

**OBTAINING WAGE DETERMINATIONS**

The Riverside County Economic Development Agency (EDA) will be responsible to obtain and provide the appropriate Federal wage determination from the U.S. Department of Labor (DOL) for this project. The appropriate wage determination will be the most current determination, applicable for Riverside County and the construction type, that is effective ten (10) days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination.

INSERT PREVAILING WAGE HERE

**PROJECT SIGN**

(For Community Development Block Grant Funded Projects)

**Required for all Projects \$25,000 or over  
(4' X 8')**

[Contact EDA for City CDBG Funded Project]

**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY**

**SUPERVISOR CHUCK WASHINGTON**

**THIRD DISTRICT**

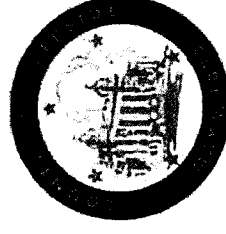
**HEMET REGIONAL SERVICE CENTER - PARKING LOT IMPROVEMENTS**

**\$366,712.50**

**RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**

**ROB FIELD, ASSISTANT COUNTY EXECUTIVE OFFICER**

**ROADWAY ENGINEERING & CONTRACTING INC.  
CONTRACTOR**



**COZAD & FOX INC.  
ENGINEER/ARCHITECT**

**FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER  
EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN  
DEVELOPMENT ACT OF 1968, AS AMENDED**



## **Additional Federal Requirements**

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. ***Equal Employment Opportunity*** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
2. ***Copeland "Anti-Kickback" Act*** (18 U.S.C. 874 and 40 U.S.C. 276c: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. ***Davis-Bacon Act, as amended*** (40 U.S.C. 276a to a-7: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

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

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

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

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

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

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

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

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

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

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

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

<p style="text-align: center;"><b>CERTIFICATION OF BIDDER REGARDING NONSEGREGATED FACILITIES</b></p>
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Project Name: \_\_\_\_\_

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

The above named Bidder hereby certifies that:

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

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

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

**Name (Print):** \_\_\_\_\_

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

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

**COUNTY OF RIVERSIDE  
AFFIRMATIVE ACTION PROGRAM**

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

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

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## AFFIRMATIVE ACTION POLICY STATEMENT

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

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

It will be established policy to:

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

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

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

Date: February 8, 1988

Supervisor Walt P. Abraham Chairman, Board of Supervisors

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## II DEFINITION OF TERMS

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

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## III SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

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

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

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## V PROGRAM EVALUATION

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

All contractors shall:

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

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## VI COMPLAINT PROCEDURE

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### Who may file a complaint?

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

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

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

**Where to file a complaint?**

A complaint must be filed with the:

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

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

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

**(951) 955-8916**

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

Project Title: \_\_\_\_\_ Amount of Bid: \_\_\_\_\_

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

**I. Employment Opportunities**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will:

- a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and

\_\_\_\_\_  
Initial Here

- b. Forward to the Economic Development Agency all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

\_\_\_\_\_  
Initial Here

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

Initial Here

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

## BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

**II. Subcontracting Opportunities**

- a. I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 Businesses, within Riverside County, to be considered for available subcontracting opportunities prior to selecting any subcontractor for my bid submittal.

Initial Here

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

Initial Here

**Complete your Subcontracting Plan for this project below:**

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

\* Add additional sheets if necessary

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

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

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

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

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

(Housing and Community Development Act of 1968)

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

Amount of Subcontract: \_\_\_\_\_

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

- a. I understand and agree that in the event that I am awarded a subcontract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities;

\_\_\_\_\_  
Initial Here

- b. I will forward to the Economic Development Agency all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Economic Development Agency.

\_\_\_\_\_  
Initial Here

Complete your proposed workforce plan for this project below:

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

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

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

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

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

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

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

**CERTIFICATION:**

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

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

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Type Name)

SIGNATURE: \_\_\_\_\_

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



**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_  
\_\_\_\_\_, since \_\_\_\_\_ (Date).

**Present business address is:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_ **Amount of Bid \$** \_\_\_\_\_

**California Contractor's License No.:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_ **or CAGE Code:** \_\_\_\_\_

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

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

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

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

- ☐ Woman/Female owned
- ☐ Male owned

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

- ☐ Section 3 Business concern
- ☐ Non-Section 3 Business concern

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

<b>LIST OF SUBCONTRACTORS</b>
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SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.

<b>SUPPLIERS</b>
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NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT

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

## **POST CONTRACT AWARD FORMS**

**PERFORMANCE BOND**

Recitals: 1. \_\_\_\_\_  
(contractor)  
has entered into an Agreement dated \_\_\_\_\_ with \_\_\_\_\_  
\_\_\_\_\_ for construction of public work known as

\_\_\_\_\_  
(Project)

2. \_\_\_\_\_, a

\_\_\_\_\_ corporation (Surety), is the Surety under this Bond  
Agreement:

We, Contractor, as Principal, and Surety, jointly and severally agree, state, and are bound unto Owner, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the project of \$ \_\_\_\_\_ and insures to the benefit of Owner.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to so act. All of said Contract documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received. Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Document or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of \_\_\_\_\_  
Date

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ Type Name \_\_\_\_\_  
Its Attorney in Fact "Surety"

Title \_\_\_\_\_  
Contractor

Note: This Bond must be executed by both parties with corporate seal affected. All signatures must be acknowledged. (Attach acknowledgements)

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are \_\_\_\_\_ as

Principal and Original Contractor and \_\_\_\_\_, a

corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in

conjunction with that certain public works contract dated \_\_\_\_\_

between Principal and \_\_\_\_\_ a

public entity, as Owner; for the BOND is one hundred percent (100%) of said sum. Said contract is

for public work generally consisting of \_\_\_\_\_

The beneficiaries of this Bond are as is stated in 3248 of Civil Code and the requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, prepayment under said contract

Dated \_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_  
Surety By \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(If corporation - affix seal)

(Corporate Seal)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_ ) SS SURETY'S ACKNOWLEDGMENT

On \_\_\_\_\_ before me personally appeared \_\_\_\_\_

known to me to be the person whose name is subscribed to the within the instrument as attorney in

fact of \_\_\_\_\_, a corporation, and acknowledged that

he subscribed the name of said corporation thereto, and his own name is its attorney in fact.

Riverside County Counsel

Approved Form 1-9-74

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Seal)

## SUBCONTRACTOR QUESTIONNAIRE

Subcontractor has been engaged in the contracting business under the present name of: \_\_\_\_\_  
 \_\_\_\_\_, since \_\_\_\_\_ (Date).

Present business address is: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ Amount of Subcontract \$ \_\_\_\_\_

State of California Contractor's License No.: \_\_\_\_\_

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

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

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

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

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

- ☐ Woman/Female owned                      ☐ Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- ☐ Section 3 Business concern                      ☐ Non-Section 3 Business concern

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

**CDBG / ESG / HOME PROGRAMS**  
**Contractor / Sub-Contractor Questionnaire**

Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

[illegible]

1 = White Americans	1 = New Construction	A Section 3 Contractor or subcontractor is a business concern that provides economic opportunities to low and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low-income residents.
2 = Black Americans	2 = Substantial Rehab	
3 = Native Americans	3 = Repair	
4 = Hispanic Americans	4 = Repair	
5 = Asian / Pacific Americans	5 = Project Management	
6 = Hasidic Jews	6 = Professional	
	7 = Tenant Services	
	8 = Education Training	
	9 = Arch / Eng Appraisal	
	0 = Other	

<p style="text-align: center;"><b>CERTIFICATION OF SUBCONTRACTOR REGARDING NONSEGREGATED FACILITIES</b></p>
---

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

Name of Subcontractor: \_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

The above named Subcontractor hereby certifies that:

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

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

**Name (Print):** \_\_\_\_\_

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

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



SECTION 3 SUMMARY REPORT  
ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

EXHIBIT PA-5

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

DATE \_\_\_\_\_

JOB CATEGORY	NUMBER OF NEW HIRES	NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	% OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3	% OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES
PROFESSIONALS				
TECHNICIANS				
OFFICE / CLERICAL				
<b>CONSTRUCTION BY TRADE</b>				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
TRADE				
OTHERS				
TOTAL				

CONTRACTOR:

SUBCONTRACTOR:

NAME OF PERSON COMPLETING FORM:

SIGNATURE: \_\_\_\_\_

Section 3 "New Hires" refers to a person who is not on the Contractor's payroll for employment at the time of Contract award.

Recipients and contractors subject to Section 3 requirements must maintain appropriate

documentation to establish that HUD financial assistance for CDBG-funded projects was directed to low-income and very low-income persons. Low-income persons means families (including single people) whose incomes do not exceed 80% of the area median household income, as established by HUD, with adjustments for family size. Very low-income persons means families (including single people) whose incomes do not exceed 50% of the area median household income, as established by HUD, with adjustments for family size.

**CDBG PROJECT LABOR CLASSIFICATION SURVEY**

PROJECT NAME: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ SUBCONTRACTOR: \_\_\_\_\_

**CLASSIFICATIONS**

BRICKLAYER \_\_\_\_\_ LABORERS: GROUP 1 \_\_\_\_\_

CARPENTERS \_\_\_\_\_ GROUP 2 \_\_\_\_\_

CEMENT MASONS \_\_\_\_\_ GROUP 3 \_\_\_\_\_

DRYWALL HANGERS \_\_\_\_\_ GROUP 4 \_\_\_\_\_

ELECTRICIANS \_\_\_\_\_ GROUP 5 \_\_\_\_\_

IRON WORKERS \_\_\_\_\_ POWER EQUIPMENT OPERATORS

PAINTERS \_\_\_\_\_ GROUPS 1 – 21 \_\_\_\_\_

PLUMBERS \_\_\_\_\_

ROOFERS \_\_\_\_\_

SHEET METAL WORKERS \_\_\_\_\_ TRUCK DRIVERS

SOFT FLOOR LAYERS \_\_\_\_\_ GROUPS 1-11 \_\_\_\_\_

TILE LAYERS \_\_\_\_\_

LANDSCAPE / IRRIGATION  
FITTERS \_\_\_\_\_

LABORERS – STRIPPING \_\_\_\_\_

**ADDITIONAL CLASSIFICATIONS  
(Must be approved by HUD and DOL)**

PLASTERER \_\_\_\_\_

**CLASSIFICATIONS**

OTHERS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PA-6 (Continued)**

<b>PROJECT NAME:</b>			<b>WAGE DECISION NUMBER/MODIFICATION NUMBER:</b>			
<b>PROJECT NUMBER:</b>			<b>PROJECT COUNTY:</b>			
<b>WORK CLASSIFICATION</b>	<b>BASIC HOURLY RATE (BHR)</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL HOURLY WAGE RATE</b>	<b>LABORERS FRINGE BENEFITS:</b>		<b>\$</b>
				<b>GROUP #</b>	<b>BHR</b>	<b>TOTAL WAGE</b>
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	<b>OPERATORS FRINGE BENEFITS:</b>		<b>\$</b>
Plumbers			\$	<b>GROUP #</b>	<b>BHR</b>	<b>TOTAL WAGE</b>
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	<b>TRUCK DRIVERS FRINGE BENEFITS:</b>		<b>\$</b>
<b>OTHER CLASSIFICATIONS</b>				<b>GROUP #</b>	<b>BHR</b>	<b>TOTAL WAGE</b>
			\$			\$
			\$			\$
			\$			\$
<b>ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)</b>						
<b>WORK CLASSIFICATION</b>	<b>BASIC HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL HOURLY WAGE RATE</b>	<b>DATE OF HUD SUBMISSION TO DOL</b>	<b>DATE OF DOL APPROVAL</b>	
			\$			
			\$			
			\$			
			\$			



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

July 28, 2017

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

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

**RE: NOTICE INVITING BIDS: GOODHOPE PARK IMPROVEMENTS PROJECT**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **FOURTEEN (14) TIMES:**

Wednesday	- August 2, 2017	Wednesday	- August 9, 2017
Thursday	- August 3, 2017	Thursday	- August 10, 2017
Friday	- August 4, 2017	Friday	- August 11, 2017
Saturday	- August 5, 2017	Saturday	- August 12, 2017
Sunday	- August 6, 2017	Sunday	- August 13, 2017
Monday	- August 7, 2017	Monday	- August 14, 2017
Tuesday	- August 8, 2017	Tuesday	- August 15, 2017

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

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

**Gil, Cecilia**

---

**From:** Legals <legals@pe.com>  
**Sent:** Friday, July 28, 2017 1:40 PM  
**To:** Gil, Cecilia  
**Subject:** Re: FOR PUBLICATION: GoodHope Park Improvement Project

Received for publication on 8/2 - 8/15. Proof with cost to follow.

Nick Eller

Legal Advertising Phone: **951-368-9222** / Fax: **951-368-9018** / E-mail: [legals@pe.com](mailto:legals@pe.com)  
Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish.  
\*\*Additional days required for larger ad sizes\*\*  
\*\*Employees of The Press-Enterprise are not able to give legal advice of any kind\*\*

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**The Press-Enterprise** PE.com / La Prensa

On Fri, Jul 28, 2017 at 1:33 PM, Gil, Cecilia <[CCGIL@rivco.org](mailto:CCGIL@rivco.org)> wrote:

Hello,

Here's the final draft to the Notice Inviting Bids submitted earlier, for publication. Some changes were made. Please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant

Clerk of the Board of Supervisors

4080 Lemon St., 1st Floor, Room 127

Riverside, CA 92501

(951) 955-8464 Fax (951) 955-1071

Mail Stop# 1010

[ccgil@rivco.org](mailto:ccgil@rivco.org)

<http://rivcocob.org/>



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

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

July 28, 2017

THE DESERT SUN  
ATTN: LEGALS  
PO BOX 2734  
PALM SPRINGS, CA 92501

TEL: (760) 778-4578  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: GOODHOPE PARK IMPROVEMENTS PROJECT**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TEN (10) TIMES:**

Wednesday	- August 2, 2017	Wednesday	- August 9, 2017
Thursday	- August 3, 2017	Thursday	- August 10, 2017
Friday	- August 4, 2017	Friday	- August 11, 2017
Saturday	- August 5, 2017	Saturday	- August 12, 2017
Sunday	- August 6, 2017	Sunday	- August 13, 2017

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

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

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

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

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

## Gil, Cecilia

---

**From:** Email, TDS-Legals <legals@thedesertsun.com>  
**Sent:** Friday, July 28, 2017 1:46 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Goodhope Park Improvement Project

Good Afternoon Cecilia,

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

**Charlene Moeller** | Customer Care Representative / Legals

The Desert Sun Media Group  
750 N. Gene Autry Trail, Palm Springs, CA 92262  
t 760.778.4578 | f 760.778.4528 e: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

Lobby hours are 9am-noon (closed for lunch) 1:30p-4pm

This email and any files transmitted with it are confidential and intended for the individual to whom they are addressed. If you have received this email in error, please notify the sender and delete the message from your system

---

**From:** Gil, Cecilia [mailto:[CCGIL@RIVCO.ORG](mailto:CCGIL@RIVCO.ORG)]  
**Sent:** Friday, July 28, 2017 1:34 PM  
**To:** Email, TDS-Legals <legals@thedesertsun.com>  
**Subject:** FOR PUBLICATION: Goodhope Park Improvement Project

Good afternoon!

Please publish the attached Notice Inviting Bids for 10 days. Please confirm. THANK YOU!

*Cecilia Gil*

Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon St., 1st Floor, Room 127  
Riverside, CA 92501  
(951) 955-8464 Fax (951) 955-1071  
Mail Stop# 1010  
[ccgil@rivco.org](mailto:ccgil@rivco.org)  
<http://rivcocob.org/>





## NOTICE INVITING BIDS

The County of Riverside, on behalf of Riverside County Economic Development (County), 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.

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.

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 August 22, 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, 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 at [https://order.e-arc.com/arcEOC/x\\_project.asp?de=C19DD852-9512-42C7-8560-CD64A36748A3](https://order.e-arc.com/arcEOC/x_project.asp?de=C19DD852-9512-42C7-8560-CD64A36748A3)

All bids are due no later than **2:00 P.M., August 30, 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.

Alternative formats available upon request to individuals with disabilities.

Dated: July 28, 2017

Kecia Harper-Ihem, Clerk of the Board

By: Cecilia Gil, Board Assistant

## Gil, Cecilia

---

**To:** Limon, Blanca  
**Subject:** RE: Goodhope Park Bid Advertisement

**From:** Limon, Blanca  
**Sent:** Friday, July 28, 2017 12:26 PM  
**To:** Gil, Cecilia <CCGIL@RIVCO.ORG>  
**Cc:** Valdivia, Melissa M. <MMValdivia@RIVCO.ORG>  
**Subject:** RE: Goodhope Park Bid Advertisement  
**Importance:** High

Hi Cecilia,  
I just left you a voice message. Please see below my comments in **red**.  
Thanks,

*Blanca Limon*

Facilities Project Manager II  
Project Management Office  
3403 10<sup>th</sup> Street, Ste. 400  
Riverside, CA 92501  
Direct (951) 955-9138

---

**From:** Gil, Cecilia  
**Sent:** Friday, July 28, 2017 9:12 AM  
**To:** Limon, Blanca <BLimon@RIVCO.ORG>  
**Cc:** Valdivia, Melissa M. <MMValdivia@RIVCO.ORG>  
**Subject:** RE: Goodhope Park Bid Advertisement

Blanca,

As per your request, we are publishing the NIB for 14 days at the Press Enterprise and 10 days at Desert Sun. correct

Pre-Bid meeting is August 22, 2017 at 10am. correct

Bid Opening Date is August 30, 2017 at 10am. Change to 2pm

Response to bidding questions will be posted at: [costamesa.dispatch@e-arc.co](mailto:costamesa.dispatch@e-arc.co). change to:

[https://order.e-arc.com/arcEOC/x\\_project.asp?de=C19DD852-9512-42C7-8560-CD64A36748A3](https://order.e-arc.com/arcEOC/x_project.asp?de=C19DD852-9512-42C7-8560-CD64A36748A3)

Please reply back confirming everything here is correct. If anything that needs to be changed, please let me know. Thank you!

*Cecilia Gil*

Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon St., 1st Floor, Room 127



(866) 875-0854

Dallas, TX 75267-7368

CUSTOMER NO	NAME	INVOICE NUMBER	AMOUNT PAID
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0006032854	
<b>THE DESERT SUN PUBLISHING CO.</b> <b>ADVERTISING INVOICE/STATEMENT</b> ADVERTISING INVOICE/STATEMENT		DUE DATE	
		9/11/2017	

The Desert Sun  
750 N Gene Autry Trail  
Palm Springs, CA 92262  
760-778-4578 / Fax 760-778-4731

State Of California ss:  
County of Riverside

Advertiser: RIVERSIDE COUNTY-BOARD OF SUP.  
4080 LEMON ST  
RIVERSIDE , CA 92501  
Order # 0002312826

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non paniel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper: The Desert Sun

8/2/2017	8/3/2017	8/4/2017
8/5/2017	8/6/2017	

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a Newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 6th day of AUGUST, 2017 in Palm Springs, California.

Declarant

2017 AUG 17 AM 10:35

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

## Certificate of

NO 1082:

### NOTICE INVITING BIDS

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

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

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**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).

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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.

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

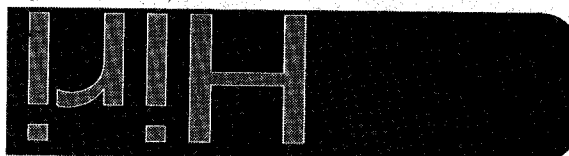
This project is being financed with Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570) and subject to certain requirements including: compliance with Section 3 (24 CFR Part 135) Economic Opportunities requirements; payment of Federal Davis-Bacon 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 is located.

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DATE	ORDER NUMBER	PO Number	PRODUCT	SIZE	Amount
8/2/17	0010988797		PE Riverside	3 x 239 Li	928.20
8/3/17	0010988797		PE Riverside	3 x 239 Li	856.80
8/4/17	0010988797		PE Riverside	3 x 239 Li	856.80
8/5/17	0010988797		PE Riverside	3 x 239 Li	856.80
8/6/17	0010988797		PE Riverside	3 x 239 Li	856.80
8/7/17	0010988797		PE Riverside	3 x 239 Li	856.80
8/8/17	0010988797		PE Riverside	3 x 239 Li	856.80
8/9/17	0010988797		PE Riverside	3 x 239 Li	860.40
8/10/17	0010988797		PE Riverside	3 x 239 Li	860.40
8/11/17	0010988797		PE Riverside	3 x 239 Li	860.40

Invoice text: GoodHope Park Improvement Project

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2017 AUG 16 AM 10:29

EDA  
3.22 of 07/25/17

Placed by: Cecilia Gil

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BALANCE DUE

8,650.20

SALES/CONTACT INFORMATION		ADVERTISER INFORMATION		
Nick Eller 951-368-9229	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
	08/11/2017	5209148	5209148	BOARD OF SUPERVISORS



## THE PRESS-ENTERPRISE

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08/11/2017	5209148	5209148
BALANCE DUE	ORDER NUMBER	TERMS OF PAYMENT
8,650.20	0010988797	DUE UPON RECEIPT

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
RIVERSIDE, CA 92502

CALIFORNIA NEWSPAPERS PARTNERSHIP  
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LOS ANGELES CA 90054-0880

# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
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Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: GoodHope Park Improvement Project /

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

**08/02, 08/03, 08/04, 08/05, 08/06, 08/07, 08/08, 08/09, 08/10,  
08/11/2017**

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

Date: August 11, 2017  
At: Riverside, California

Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
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2017 AUG 16 AM 10:30

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Ad Copy:

## NOTICE INVITING BIDS

The County of Riverside, on behalf of Riverside County Economic Development (County), 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.

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.

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 em-



player 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 10th Street  
Riverside, CA 92501  
Attention:  
Blanca Limon  
[blimon@rivco.org](mailto:blimon@rivco.org)

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

**A mandatory pre-bid meeting will be held on August 22, 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, 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 at [https://order.e-arc.com/arcEOC/x\\_project.asp?de=C19DD852-9512-42C7-8560-CD64A36748A3](https://order.e-arc.com/arcEOC/x_project.asp?de=C19DD852-9512-42C7-8560-CD64A36748A3)

All bids are due no later than **2:00 P.M., August 30, 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, 1st 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.

Alternative formats available upon request to individuals with disabilities.

Dated: July 28, 2017      Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

8/2 - 8/11