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



ITEM: 13.4 (ID#21246) MEETING DATE: Tuesday, May 09, 2023

FROM:

Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve and Execute the Construction Contract with Essential Roofing (Bellock General Contracting) and the Riverside County Regional Park and Open-Space District for the Lawler Lodge Roofing Project; District 4. [\$99,500 Total Cost - CA State Parks Per Capita Grant 80%, District CIP 20%]

RECOMMENDED MOTION: That the Board of Directors:

- 1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 Existing Facilities;
- 2. Waive any minor irregularities, and accept the low bid submitted by Essential Roofing (Bellock General Contracting) in the sum amount of \$99,500;

Continued on Page 2

ACTION:Policy

Kyla R. Brown, General Manager

3/22/2023

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Gutierrez, seconded by Director Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays:

None

Absent:

None

Date:

May 9, 2023

XC:

Parks, Recorder

Kimberly A. Rector

Clerk of the Board

Deputy

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

RECOMMENDED MOTION: That the Board of Directors:

- Award the Construction Contract to Essential Roofing (Bellock General Contracting) for the Lawler Lodge Roofing Project in the amount of \$99,500, and authorize the Chairman of the Board of Directors for the District to execute the contract documents on behalf of the District;
- 4. Authorize the General Manager, or their Designee, to approve and execute amendments to the Contract that have been approved by County Counsel, as required to complete the project that do not change the substantive terms of the Contract, or increase compensation more than ten percent (10%);
- 5. Direct the Clerk of the Board to return three (3) executed copies of the Contract to RivCoParks; and
- 6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this project.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost | |
|------------------------|----------------------|----------------------|--------------|--------------|--|
| COST | \$ 99,500 | \$0 | \$ 99,500 | \$ (| |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$ (| |
| COURCE OF FUND | D. D. O. Sita Cu | ant 200/ District CI | Budget Adju | ustment: No | |
| SOURCE OF FUNDS 20% | S: Per Capita Gra | ant 60%, District Ci | For Fiscal Y | 'ear: 22/23 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Lawler Lodge was built in 1918 and is situated 8 miles north of Idyllwild on Highway 243 at an elevation of 5,300 feet. In 2015, a Building Assessment identified the wood shake roof as needing to be addressed with the facility. There are gaps in the roof around the NE corner of the chimney where daylight can be seen, the fire risk of having wood shingles with zero fire resistant qualities, and in general age the shingles are deteriorating and before long there will be more issues with the roof potentially leading to damage the building, leaks, more drafts, and rodent entry through those gaps.

Riverside County Regional Park and Open-Space District (District) sought bids for a complete on-site renovation of the roofing system, replacing the wood shake shingle roof at Lawler Lodge with a more fire-resistant shingle while retaining the historical esthetic and condition of the building. The Notice Inviting Bids (PKARC-0238) for the Project was posted on January 26, 2021 and closed on October 4, 2022. A mandatory pre-bid meeting was held on September 21,

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

2022 at 10:00 am. A total of 3 contractors attended the meeting, held at Lawler Lodge. A total of 1 bid was received and upon review by County Counsel and RivCoParks staff, Essential Roofing (Bellock General Contracting) was found to be the most responsive low bidder with a bid of \$99,500.

Impact on Residents and Businesses

Replacement of the existing wood shake shingle roof system with a more fire-resistant shingle will directly benefit the residents and businesses surrounding Lawler Lodge by reducing the amount of fuels available to potential wildlife, effectively lowering the risk of catastrophic loss to the community. Additionally, the new roofing system will help to further protect the historic resource that is Lawler Lodge, making it available for future generations of youth to enjoy.

Additional Fiscal Information

The District was awarded \$3,945,000 in California State Parks Per Capita grant funds. These grant funds will fund a variety of much needed projects throughout Riverside County, including the roof renovations at Lawler Lodge. Per Capita grant funds require a 20% match commitment for projects not located in a dis-advantaged area. Match will be provided by District internal Capital Improvement Project (CIP) funds.

ATTACHMENTS

Construction Contract
Insurance Documents
PKARC-0238 Notice Inviting Bids
Notice of Exemption

Jason Farin, Principal Management Analyst

5/4/2023

Kristine Bell-Valdez, Supervising Deputy County County 5/4/2023



Purchasing and Fleet Services

Sarah Franco, Director

Purchasing 🜟 Fleet 🛨 Central Mail 🜟 Surplus

Type text here

May 22, 2023

Essential Roofing Attn: Debbie Sanchez 15940 Downey Avenue Paramount, CA 90723

Subject: Notice of Termination of Contract

This is to advise Essential Roofing (Bellock General Contracting), that the County of Riverside is hereby terminating services under the construction contract by and between Essential Roofing (Bellock General Contracting), a California corporation.

Per the email received on May 16, 2023, Essential Roofing will not be able to move forward with any new projects due to the untimely death of Aran Bellock, and the closing of Essential Roofing (Bellock General Contracting).

Please advise Purchasing of acknowledgement, in writing, within ten (10) working days after receipt of this Notice of Termination.

Any questions or inquiries regarding this action should be brought to my attention. Please contact me bcook@rivco.org or Jamie Garcia either by phone at (951) 204-9876 or email at Jamie.garcia@rivco.org.

Best Regards,

Brittany Cook Brittany Cook

Procurement Contract Specialist

Debbie Sanchez, Secretary, Essential Roofing Jamie Garcia, Supervising Procurement Contract Specialist, County of Riverside Robert Narvaez, Sr. Park Planner, County of Riverside Jeanne McLead, Admin Services Manager, County of Riverside Contract File



Lead Agency: RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

ATTN: JEANNE MCLEOD / ADMINISTRATIVE SERVICES MANAGER

Address: 4600 CRESTMORE ROAD JURUPA VALLEY CA 92509 FILED/POSTED

County of Riverside Peter Aldana Assessor-County Clerk-Recorder

E-202300527 05/15/2023 01:51 PM Fee: \$ 50.00 Page 1 of 2



(SPACE FOR CLERK'S USE)

Project Title

LAWLER LODGE ROOFING PROJECT

Filing Type ☐ Environmental Impact Report ☐ Mitigated/Negative Declaration ✓ Notice of Exemption

Notes

Other:

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

From: (Public Agency)
Riverside County Regional Park & Open-Space
District
4600 Crestmore Road, Jurupa Valley, CA 92509

Project Title: Lawler Lodge Roofing Project

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific w/ City:

Project Location-County: Riverside

Lawler Lodge

19751 CA-243, Idyllwild-Pine Cove, CA 92549

Description of Nature, Purpose and Beneficiaries of Project:

Complete on replacement of wood shake shingle roof with a more fire-resistant shingle, while retaining the historical aesthetic and condition of the building. Project will ensure that this site will continue to be available for public use in the future and will reduce the risk of catastrophic destruction due to wildfires.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Public Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: (check one):

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));

X Categorical Exemption. State type and section number: 15301

Statutory Exemptions. State code number:

15061(b)3: Common Sense Exemption

Reasons why project is exempt:

15301 Existing Facilities: Applies to the operation, maintenance, and minor alteration of public facilities, involving negligible or no expansion of existing or former use. This project will replace the existing wood shake shingle roof with a more fire-resistant alternative. Project is preventative in nature and no expansion of use will take place.

| Lead Agency Contact: Jeanne McLeod | Phone Number: 951-955-3819 |
|--|--|
| If Filed by Applicant: 1. Attach-certified document of exemption finding. | Yes □ |
| 2. Has a Notice of Exemption been filed by the pub | |
| Signature: Jean Mile Date: 5/ | Title: Administrative Services Manager |
| | ☑Signed by Applicant |

Authority cited: Sections 21083 and 21110, Public Resources Code. Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for Filing at OPR:

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on _____ day of ____, 2023, by and between the Riverside County Regional Park and Open-Space District, thereafter called "RIVCOPARKS" and Bellock General Contracting, Inc., DBA Essential Roofing, a roofing contractor, hereinafter called "CONTRACTOR".

- 1. CONTRACTOR has submitted to RIVCOPARKS its bid for (PKARC-0238) the Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549 hereafter called "Project," and all appurtenant work in accordance with the Contract Documents identified below and RIVCOPARKS has awarded the Contract to Contractor said bid.
- 2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
- Contract Documents: The entire contract consists of the following:
 - a. This Construction Contract; The Notice Inviting Bids for the Request for Bids for (PKARC-0238) Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549
 - b. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable RIVCOPARKS, State and Federal requirements for the project;
 - The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - d. Any change orders issued for the project;
 - e. Any additional or supplemental specifications or drawings issued for the project; and
 - f. Meeting minutes and any other documents contained in the Project Manual.

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

- 4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the RIVCOPARKS.
- 5. <u>Contract Time</u>: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the RivCoParks, and all payments have been made to Contractor. All work is to be completed no later than 65 calendar days after the Notice to Proceed is issued to the CONTRACTOR.
- 6. <u>Compensation</u>: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

| 243, Idyllwild, CA 92549 price indicated below: | |
|--|--|
| Base Bid: (Ninety Nine Thousand Five Hund (in words) including all applicable taxes, licenses, Bonds a | (in figures) |
| IN WITNESS WHEREOF, the parties have exe this Construction Contract. | cuted this Contract as of the date set forth on Page 1 o |
| CONTRACTOR: | |
| Bellock General Contracting (dba Essential Roofi | ng) |
| BY: | |
| NAME:Aran Bellock | |
| TITLE: _Chief Executive Officer | |
| | |
| OWNER: | APPROVED AS TO FORM: |
| Riverside County Regional Park and Open-Space District | Minh Tran County Counsel |
| By:Chuck Washington Chairman; Board of Directors | By: Kristine Bell-Valdez Deputy County Counsel |
| DATE: | DATE: 5/3/73 |
| ATTEST: CLERK OF THE BOARD KIMBERLEY RECTOR | |
| By: Deputy | |

Provide base bid scope in accordance with the Contract Documents for Lawler Lodge Roofing, 21027 CA-

BASE BID:

Bond# 070217572 Premlum: \$2,985.00 subject to final contract price adjustment

PERFORMANCE BOND

₹.,

(Public Work - Public Contract Code Section 20129 (b))
(Page 1 of 3)

WHEREAS, the Riverside County Regional Park and Open-Space District ("RivCoParks") has awarded Construction Contract Number: PKARC-0238 ("Contract") to the undersigned , as Principal ("Principal") to perform the work ("Work") for the following project: Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code,

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

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

PERFORMANCE BOND (Page 3 of 3)

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

| | Bellock General Contracting dba Essential Roofing |
|--|--|
| | (Proper name of Principal) |
| (Corporate Seal of Principal, if Corporation) | By: All |
| | Signature of Principal authorized representative ARAN BELLOCK |
| | Print or type authorized representative's Name |
| | 15940 Downey Ave Paramount, CA 90723 |
| | Print or type Principal's Address |
| | P.O. BOX 50004 |
| | LONG BEACH, CA 90815 |
| (Corporate Seal of Surety) | Surety The Ohio Casualty Insurance Company By: |
| | Attorney-in-Fact Catherine A. Pinney, Attorney in Fact |
| (Attach Attorney-in-Fact Certificate and Required | USU beaution of Construct LO |
| Acknowledgments) | USI Insurance Services, LLC |
| | Name and Address of California Agent of Surety 1383 N McDowell Blvd Ste 170 |
| | Petaluma, CA 94954 |
| | 707-779-1029 |
| | Telephone Number of California Agent of Surety |

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

☐ Guardian or Conservator

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of LOS Angeles on January 19 2023 before me, ALYSSA ELGUEA, NOTARY PUBLIC, Here Insert Name and Title of the Officer ARAN BELLOCK personally appeared ___ Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing ALYSSA ELGUEA paragraph is true and correct. COMM. # 2431266 IOTARY PUBLIC - CALIFORNIA WITNESS my hand and official seal. SAN BERNARDING COUNTY My Comm. Expires Dec. 17, 2926 Signature of Notary Public Place Notary Seal and/or Stamp Above - OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document Title or Type of Document: Number of Pages: _____ Document Date: ____ Signer(s) Other Than Named Above: _____ Capacity(ies) Claimed by Signer(s) Signer's Name: ___ Signer's Name: _ ☐ Corporate Officer - Title(s): _____ ☐ Corporate Officer – Title(s): _____ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator

☐ Trustee Other:

Signer is Representing:

Signer is Representing: _____

☐ Other: _

| Notational and security and sec | |
|--|--|
| | cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document. |
| State of California County of Sonoma On Newbur 7, 2062 before me |)) |
| On Date before me, | Stacy M. Clinton, Notary Public Here Insert Name and Title of the Officer |
| personally appearedCatherine A. Pinney | |
| porconally appeared | Name(s) of Signer(s) |
| subscribed to the within instrument and acknow | I certify under PENALTY OF PERJURY under the laws |
| | of the State of California that the foregoing paragraph is true and correct. |
| STACY M. CLINTON Notary Public - California Sonoma County Commission # 2308039 My Comm. Expires Nov 3, 2023 | Signature Signature of Notary Public |
| Place Notary Seal Above | |
| Though this section is optional, completing this | PTIONAL s information can deter alteration of the document or |
| Description of Attached Document Title or Type of Document: | s form to an unintended document. Document Date: |
| | an Named Above: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator | Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator |
| ☐ Other:Signer Is Representing: | Signer Is Representing: |
| | |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8205621-975627

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Catherine A. Pinney, K. Dixon Wright, Stacy M. Clinton _all of the city of Pataluma, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May 2021.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

INS

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 21st day of May, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notery Public Montgomery County
My commission expires Merch 28, 2025 Commission number 1126044 tember: Pennsylvenia Association of Nota

By: Teresa Pastella

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the ARTICLE IV - OFFICERS: Section 12. Power of Attorney. President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitetions set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and aftested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chalman or the president, and subject to such limitations as the chalman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any essistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C, Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of sald Companies this 7th day of November, 2022



Renee C. Llewellyn, Assistant Secretary

Bond #: 070217572
Premium: Included in that of Performance
Bond

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)
(Page 1 of 2)

WHEREAS, the Riverside County Regional Park and Open-Space District ("RivCoParks") has awarded Construction Contract Number: BID # PKARC-0238 ("Contract") to the undersigned **Essential Roofing** (Bellock General Contracting, inc.), as Principal ("Principal") to perform the work("Work") for the following project: **Lawler Lodge Roofing**, 21027 CA-243, Idyllwild, CA 92549.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

| NOW THEREFORE, we, the Principal and The Ohio Casualty Insurance Company ("Surety"), an |
|---|
| admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound |
| unto RivCoParks in the penal sum of Ninety Nine Thousand Five Hundred |
| Dollars (\$99,500.00), this amount being not less than one |
| hundred percent (100%) of the total sum payable by RivCoParks under the Contract at the time the |
| Contract isawarded by RivCoParks to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, |
| executors, administrators, successors and assigns, jointly and severally, firmly by these presents. |

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

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

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

PAYMENT BOND

Page 2 of 2

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

| | Bellock General Contracting dba Essential Roofing |
|--|--|
| | (Proper name of Principal) |
| Corporate Seal of Principal, if Corporation) | By: A Dely |
| Solperon, | Signature of Principal authorized representative |
| | AKAN BELLOCK |
| | Print or type authorized representative's Name |
| | 15940 Downey Ave Paramount, CA 90723 |
| | Print or type Principal's Address |
| | P.O. BOX 60004 |
| | Long Beach, UA 90815 |
| | |
| (Corporate Seal of Surety) | Surety The Ohio Casualty Insurance Company By: |
| | Attorney-in-Fact Catherine A. Pinney, Attorney in Fact |
| (Attach Attorney-in-Fact Certificate and Required | |
| Acknowledgments) | USI Insurance Services LLC |
| | Name and Address of California Agent of Surety |
| | 1383 N. McDowell Blvd. Ste 170 |
| | Petaluma, CA 94954 |
| | 707-779-1029 |
| | Telephone Number of California Agent of Surety |

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.

| A notary public or other officer completing this certificate ve to which this certificate is attached, and not the truthfulnes | rifies only the identity of the individual who signed the document is, accuracy, or validity of that document. |
|---|--|
| State of California | |
| county of ios Angeles | |
| on Junuary 19, 2023 before me, A | LYSSA ELGUEA, NOTARY PUBLIC |
| Date | Here Insert Name and Title of the Officer |
| personally appeared ARAN BELLOCK | |
| | Name(s) of Signer(s) |
| to the within instrument and acknowledged to me that | nature(s) on the instrument the person(s), or the entity |
| ALYSSA ELGUEA COMM. # 2431266 NOTARY PUBLIC - CALIFORNIAN SAN BERNARDINO COUNTY My Comm. Expires Dec. 17, 2026 | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. |
| Place Notary Seal and/or Stamp Above | Signature of Notary Public |
| Completing this information can | deter alteration of the document or form to an unintended document. |
| Description of Attached Document | and the same of th |
| Title or Type of Document: | |
| | Number of Pages: |
| Signer(s) Other Than Named Above: | |
| | The latest state of the state o |
| Capacity(ies) Claimed by Signer(s) Signer's Name: | Clare and a Marson |
| □ Corporate Officer – Title(s): | Signer's Name: Corporate Officer – Title(s): |
| □ Partner - □ Limited □ General | □ Partner - □ Limited □ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| Other: | Other: |
| Signer is Representing: | Signer is Representing: |

| A notary public or other officer completing this cert document to which this certificate is attached, and no | ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document. |
|---|--|
| State of California County of <u>Sonoma</u> On <i>November</i> 7. 2022 before me, |)) Stacy M. Clinton, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appearedCatherine A. Pinn | Name(s) of Signer(s) |
| in the state in instrument and acking | ory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), acted, executed the instrument. |
| | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| STACY M. CLINTON Notary Public - California Sonoma County Commission # 2308039 My Comm. Expires Nov 3, 2023 | Signature Signature of Notary Public |
| Place Notary Seal Above Though this section is optional, completing fraudulent reattachment of | OPTIONAL this information can deter alteration of the document or this form to an unintended document. |
| Description of Attached Document | |
| Title or Type of Document | Document Date: |
| Number of Pages: Signer(s) Other | Than Named Above: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator | Signer's Name: Corporate Officer — Title(s): Partner — Limited General General Attorney in Fact Trustee Guardian or Conservator Other: |
| ☐ Other:Signer Is Representing: | |



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Cerificate No: 8205621-975627

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohlo Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Celherine A. Pinney, K. Dixon Wright, Stacy M. Clinton ell of the city of Petaluma, state of CA each Individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, In pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May 2021.





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 21st day of May, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohlo Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Terasa Pastella, Notary Public Montgomery County My commission expires Merch 26, 2025 Commission number 1128044 Member, Pennsylvania Association of Nolaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chalman or the president, and subject to such limitations as the chalman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewsilyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by sald Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 2022







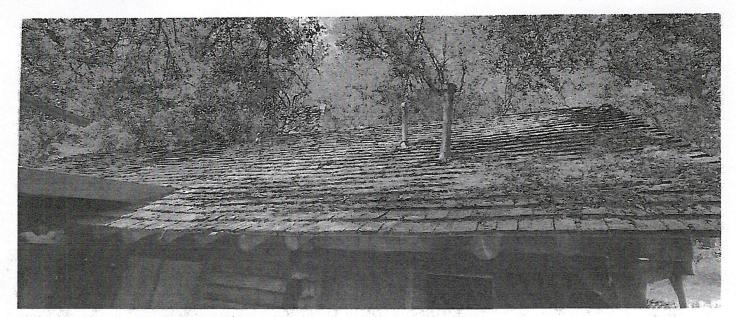
Renee C. Llewellyn, Assistant Secretary



a) Lawler Lodge Front



b) Lawler Lodge Rear

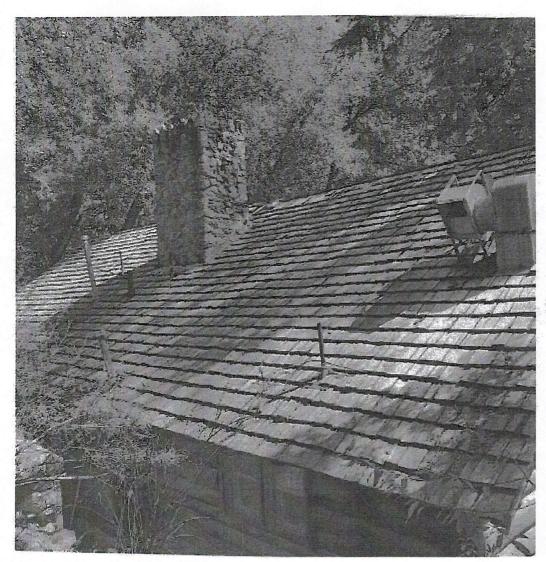


c) Lawler Lodge, Creek/Deck Side



d) Lawler Lodge, Creek/Deck Side





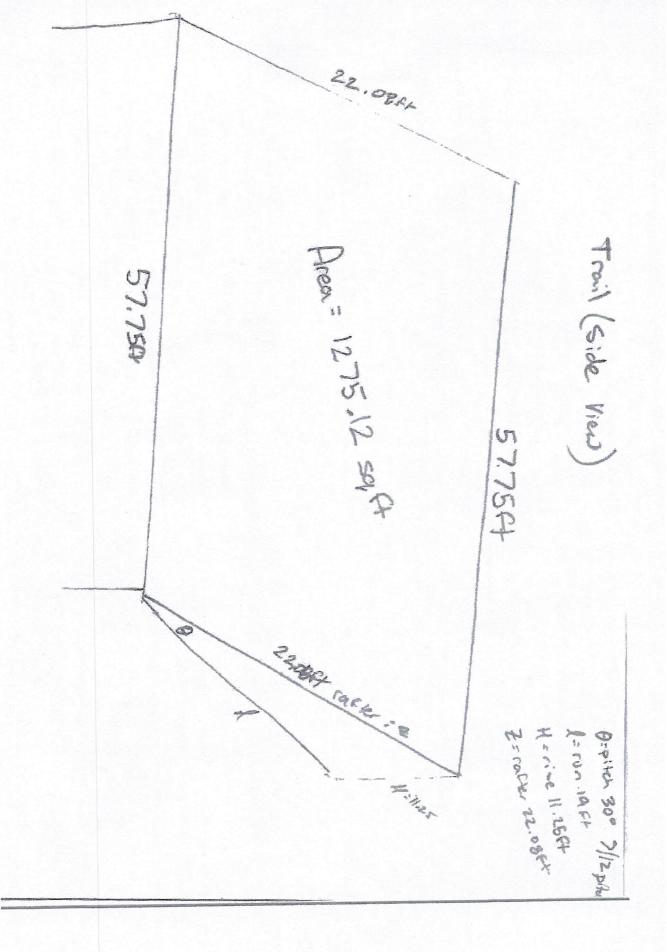
e) Lawler Lodge, Trail Side

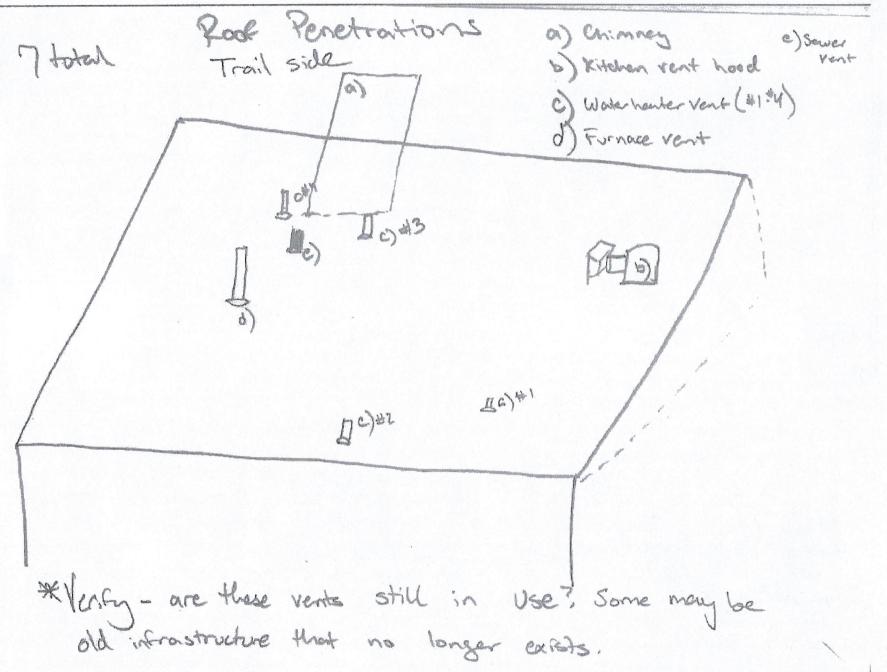
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER SullivanCurtisMonroe Insurance Services (IRV) | NAME: | Tien Le | | | |
|---|--|-------------------------------|--------------------|--------------|--|
| 1920 Main Street | PHONE (A/C, No, Ext): | 951 493-3314 | FAX (A/C, No): | 949-852-9762 | |
| Suite 600 Irvine, CA 92614 | E-MAIL ADDRESS: | tle@sullicurt.com | | | |
| II VIII e, CA 92014 | | INSURER(S) AFFORDING COVER | AGE | NAIC# | |
| www.SullivanCurtisMonroe.com License # 0E83670 | INSURER A: Cle | ar Blue Specialty Insurance (| Company (A-, VIII) | 37745 | |
| INSURED | INSURER B: California Automobile Insurance Company (A, XIII) 38342 | | | | |
| Bellock General Contracting, Inc. | INSURER C: Navigators Specialty Insurance Company (A+, XV) 36056 | | | | |
| dba: Essential Roofing 15300 Valley View Avenue Unit A15 | | tional Casualty Company (A, | | 11991 | |
| La Mirada CA 90638 | INSURER E: Allied World National Assurance Company (A, XV) | | | 10690 | |
| | INSURER F: | | | | |

COVERAGES CERTIFICATE NUMBER: 72369134 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY CLAIMS-MADE S5,000 BI/PD Deductible SEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCTION OTHER: | INSD WVD | AR01RS220545700 | 12/1/2022 | 12/1/2023 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE | \$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 |
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| \$5,000 BI/PD Deductible SEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER: | | | | | PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY | \$5,000 \$1,000,000 |
| \$5,000 BI/PD Deductible SEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRODUCT LOC OTHER: | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
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| EN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC OTHER: | | | | | GENERAL AGGREGATE | \$2,000,000 |
| POLICY PRO- OTHER: | | | | | | |
| OTHER: | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | | \$ |
| LITOMORII E LIABILILY | | BA040000077599 | 12/23/2022 | 12/23/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | BODILY INJURY (Per person) | \$ |
| OWNED SCHEDULED | | | | | BODILY INJURY (Per accident) | \$ |
| AUTOS ONLY AUTOS NON-OWNED | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| AUTOS ONLY AUTOS ONLY | | | | | , or assumption | \$ |
| / LIMPPELLATIAR / COCUR | | SF22EXCZ0CMXRIC | 12/1/2022 | 12/1/2023 | EACH OCCURRENCE | \$5,000,000 |
| , occent | | | | | AGGREGATE | \$5,000,000 |
| OEJ IIII OEJ IIII II I | | | | | | \$ |
| | | WCC334471A | 12/1/2022 | 12/1/2023 | ✓ PER OTH- STATUTE ER | |
| ND EMPLOYERS' LIABILITY Y/N | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| FFICER/MEMBEREXCLUDED? | N/A | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| Mandatory in NH) ves. describe under | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| | | 03131664 | 12/1/2022 | 12/1/2023 | \$1,000,000 / \$10,000 De | eductible |
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549

| | CANCELLATION |
|------------------|--------------|
| OFFICIATE HOLDED | CANCELLATION |

RE: Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549

Riverside County Regional Park and Open-Space District (RIVCOPARKS) 21027 CA-243 Idlewild CA 92549 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tien Le

© 1988-2015 ACORD CORPORATION. All rights reserved.

LOC #:

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ADDITIONAL REMARKS SCHEDULE

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| AGENCY SullivanCurtisMonroe Insurance Services (IRV) POLICY NUMBER | | NAMED INSURED Bellock General Contracting, Inc. dba: Essential Roofing 15300 Valley View Avenue Unit A15 La Mirada CA 90638 |
|--|-----------|---|
| CARRIER | NAIC CODE | |
| | | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Riverside County Regional Park and Open-Space District (RIVCOPARKS)

ADDRESS: 21027 CA-243 Idlewild CA 92549

POLICY TYPE: PACKAGE

Carrier: Aspen Specialty Insurance Company (NAIC #10717)

A.M. Best: A, XV (Non-Admitted)

Policy #: IM00T0U22

Effective: 12/01/2022 - 12/01/2023

CONTRACTOR'S EQUIPMENT:

Leased/Rented Equipment From Others Limit - \$100,000 Leased/Rented Equipment To Others Limit - \$100,000

Scheduled Equipment Limit - \$40,000

Deductible - \$2,500

Deductible - 72 Hour Wait (Rental Expense)

INSTALLATION:

Maximum Catastrophe Limit - \$200,000 Property in Transit Limit - \$25,000 Property at Temporary Storage Limit - \$25,000 Deductible - \$1,000 REQUEST FOR BIDS
LAWLER LODGE ROOFING
21027 CA-243, IDYLLWILD, CALIFORNIA 92549
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

REQUEST FOR BIDS PKARC-0238 LAWLER LODGE ROOFING PROJECT

21027 CA-243 Idvllwild, California 92549

BID DUE DATE OCTOBER 4, 2022 1:30 PM PT



Prepared by:

Riverside County Regional Park and Open-Space District 4600 Crestmore Road Jurupa Valley, CA 92509 (951) 955-4300 Fax (951) 955-1383

> Kyla Brown General Manager

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REQUEST FOR BIDS

LAWLER LODGE ROOFING 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

SECTION 1 NOTICE INVITING BIDS

REQUEST FOR BIDS LAWLER LODGE ROOFING 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District ("RivCoParks") invites sealed bids for construction improvements of the following project ("Work" or the "Project"):

> Lawler Lodge Roofing Project (PKARC-0238) located at 21027 CA-243, Idyllwild, CA 92549

The RivCoParks is seeking bids for a complete on-site replacement of wood shake shingle roof at Lawler Lodge with a more fire-resistant shingle while retaining the historical esthetic and condition of the building.

The performance period including all project submittals, reviews and actual construction will last no more than sixty-five days (65) calendar days after the Notice To Proceed has been issued by the District to the Awarded Bidder. This is including project completion, punch list and issuance of Notice of Completion. All work shall be completed no later than October 31, 2022

On or after September 8th, 2022 complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at www.earc.com. 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 RIVCOPARKS. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

There will be a mandatory pre-bid meeting on September 21, 2022 at 10:00am. Bidders are required to visit the site and review the area. Please meet at Lawler Alpine Cabins at the front entrance (21027 CA-243, Idyllwild-Pine Cove, CA 92549).

The Lawler Lodge is located at 21027 CA-243, Idyllwild, California 92549. 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.

All questions regarding the documents should be directed to solicitation must be via email to Josh Lowe at joshlowe@rivco.org before September 23, 2022 1:30PM PT.

Answers to Bidder Questions will be answered by RivCoParks on September 28, 2022.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. All bids are due no later than October 4th, 2022 1:30 PM PT, and all be publiclyopened 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.

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

The awarded Contractor shall post job site notices as prescribed by regulation at start of contract.

LAWLER LODGE ROOFING

21027 CA-243, IDYLLWILD, CALIFORNIA 92549

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner, in the manner as required in Labor Code Section 1771.4.

In accordance with the provisions of California Public Contract Code Section 3300, the RIVCOPARKS requires that the Bidders possess, at the time of submitting a bid for this project, at the time of award of a contract for the Project, and at all times during the Work, the following classification of California Contractors License: "C-39" Roofing Contractor or a "B" General Building Contractor. Contractors whether General Contractor or specialty contractor proposed in this Bid must hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the appropriate license classifications required by applicable laws for the classifications of the work to be performed and be actively registered with the California Department of Industrial Relations ("DIR"). It is the responsibility of the Bidder to review the bid package and ensure that all licenses required to perform the Work contained herein havebeen obtained and are current, including checking to make certain a subcontractor listed possesses the appropriate license for the specialty subcontracted

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.

The Bidder receiving the Award by the RIVCOPARKS 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 awarded Contractor shall post all pertinent wage determinations on the jobsite at all times and shall post job site notices prescribed by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775, 1776, and 1777.5.

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 RIVCOPARKS, 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 RIVCOPARKS 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 RIVCOPARKS 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, Contractor and all Sub-Contractors shall be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial

REQUEST FOR BIDS PKARC-0238

LAWLER LODGE ROOFING

21027 CA-243, IDYLLWILD, CALIFORNIA 92549

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request. Additional information is available from the Department of Industrial Relations web link: http://www.dir.ca.gov

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

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents.

For information contact:Riley James at rijames@rivco.org

Kecia Harper Clerk to the Board of Directors

SECTION 2 INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

Lawler Lodge Roofing, located at 21027 CA-243, Idyllwild, CA 92549.

Summary of Project:

In 2015 Building Assessment identified the wood shake roof was needing to be addressed with the facility; there are gaps in the roof around the NE corner of the chimney where daylight can be seen, the fire risk of having wood shingles with zero fire resistant qualities, and in general age the shingles are deteriorating and before long there will be more issues with the roof potentially leading to damage the building, leaks, more drafts, and rodent entry through those gaps.

Objective:

Replace wood shake shingle roof at Lawler Lodge with a more fire-resistant shingle while retaining the historical aesthetic and condition of the building.

Roof Information:

The Lawler Lodge roof has a rise of 11.25 feet and a run of 19 feet, with a 7/12 pitch (approximately 30 degree pitch angle). The existing roof consists of cedar shingle shake shingled over plywood and roofing paper.

Total shingled area to replace with fire resistant shingles: approximately 2,550.25 square feet (see sketches).

Roof penetrations:

There are seven (7) roof penetrations on the trail side, three (3) on the creek side; including one (1) rock chimney, one (1) kitchen vent hood, one (1) sewer vent, and four (4) miscellaneous furnace and water heater vents.

The Awarded Bidder will be responsible for removal of all wood shake shingles and haul off site (either via truck or roll of dumpster rented by the Awarded Bidder).

Awarded Bidder shall replace all shingles with 7 ¼ inch Walden style CeDUR roof shingles, or an equivalent synthetic/composite roofing shingle that is equally fire-resistant and maintains the historic aesthetic of the original wood shingles.

There is a small parking lot to stage at the top of a short trail leading down to the lodge. All materials must be hiked downhill and removed materials back uphill the to the trail. There is no other reasonable access down to the facility for vehicles and equipment.

A. Form of Bid

The bid must be made on the attached Bid Form which must be completely filled in, sealed, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a bidder's security in the form of cash, a certified or cashier's check payable to the RIVCOPARKS in an amount not less than 10% of the amount bid (including all Bid Alternates) or a Bid Bond in the amount equal to at least ten percent (10%) of the total amount bid (including all Bid Alternates) and duly executed by an admitted surety insurer, using the form provided herein. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

B. Submission of Bid

The Bid shall be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Response for: Lawler Lodge Roofing, 21027 CA-243, Idyllwild, California 92549" and must state the Company name and Company address of the submitting contractor. Each bid shall be signed by the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids shall be received by the time and at the place set forth in the Notice Inviting Bids.

C. <u>Contract Documents</u>

The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that the Bidder should not merely examine the plans and specifications in making their bid. The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding and Contract Documents, including without limitation, the Drawings, Plans, Specifications, Instructions to Bidders and Bidding Documents, and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination, and violations of any applicable laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period of performance for construction required by the Bidding Documents.

D. <u>Contractor's License</u>

A contractor submitting a bid for this project shall have a current **California Class** "C-39" Roofing Contractor or a "B" General Building Contractor. <u>All</u> subcontractors proposed in this bid must hold current, active, in good standing and appropriate licenses issued by the State of California. All contractors regardless of classification must be registered with the California Department of Industrial Relations.

E. <u>Interpretation of Documents</u>

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between parties or trades, and similar matters, shall be promptly brought to the attention of the RIVCOPARKS.

All interpretations of, or changes to, the Contract Documents shall be in writing only and issued by theRIVCOPARKS in the form of a written addendum. No other interpretations or changes shall be valid orbinding.

F. Addenda

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

It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and

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to <u>verify that Contractor has received ALL addenda prior to submitting a bid.</u> This may be done by checking ARC's website or by calling ARC's Planwell Department.

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

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

G. <u>Inspection of the Site</u>

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

The site is available to Contractors during the mandatory pre-bid meeting.

H. Qualification of Bidders

- 1. No bid will be accepted from a Bidder who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Bidder using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Bidder who cannot (or will not) give satisfactory assurance to the RIVCOPARKS of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a Bidder on similar work. A Bidder may be required to submit additional information regarding their financial standing and/or work performed by them previously of a similar nature.
- 2. Bidder shall provide a current and complete list of all construction related litigation that their company has been involved in during the last ten (10) years, includingwork that was performed by the Principal owners of the company under a different company name or as subcontractors.
- 3. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2016 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2016 California Amendments; Part 8, Title 24; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457 and the City of Blythe Standard Plans and Specifications. In the event of a conflict, the stricter requirement shall apply.
- 4. Bidder, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors prior to being authorized to participate in this project.
- 5. A bid shall be rejected, and a Bidder shall be disqualified to bid a RIVCOPARKS project, Page 10 of 60

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if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the RIVCOPARKS.

- 6. By submitting a bid, Bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager, consultant, the consultant inspector, the landscape architect and the RIVCOPARKS.
- 7. By submitting a bid, Bidder indicates to RIVCOPARKS that Bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Bidder for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
- 8. RivCoParks reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within ten (10) Calendar days of receipt of RIVCOPARKS's request. Failure to do so may be treated by RIVCOPARKS as grounds to reject Bidder's Bid. Failure by the RIVCOPARKS to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

I. Disqualification of Bidders

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

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

J. Award of Contract

The RIVCOPARKS reserves the right to reject any or all offers, to waive any immaterial irregularity, discrepancy or technicality.

1. The award of the contract, if awarded, will be based on the Total Bid Amount. The Total Bid Amount is the total of the bid on the base contract that were specifically identified in the bid solicitation. The lowest bid shall be the lowest total of the bid prices on the base contract that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

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It will be awarded to the lowest responsive and responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within one-hundred and twenty (120) calendar days after the opening of the bids. RivCoParks may extend the award date for an additional ninety (90) days with good cause.

A responsible Bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the RIVCOPARKS from adding or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

- 2. Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the RIVCOPARKS, the successful Bidder must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Bidder has insurance coverage that meets the requirements of General Conditions "Insurance Requirements" and "Indemnity and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds t declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the RIVCOPARKS.
- 3. Bidder will cooperate with the RIVCOPARKS to verify that an apparent low bid is responsible by submitting all documentation requested by the RIVCOPARKS for this purpose.
- The RIVCOPARKS reserves the right to accept any or all alternate bid items.
- 5. Following public opening and reading of Bids, the RIVCOPARKS will issue a Notice of Intent to Award identifying the name of the Bidder to whom the RIVCOPARKS intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The RIVCOPARKS may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.
- The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the RIVCOPARKS shall execute the Contract and return it to the RIVCOPARKS within ten (10) Calendar days after issuance by RIVCOPARKS to Bidder of the Constructio Contract from the RIVCOPARKS and prior to execution of the Construction Contract by RIVCOPARKS.

K. BID PROTEST

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

1. The bid protest is in writing.

The bid protest is both: Filed with and received by the Clerk of the Board at the following address, 4080 Lemon St., 1st Floor Riverside, CA 92501, less than five (5) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file the bid protest as fore stated shall constitute grounds for the RIVCOPARKS's denial of thebid protest without consideration of the grounds stated therein.

2. The written bid protest sets forth, in detail, all grounds for the bid protest, including without

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limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.

- 3. Provided that a bid protest is filed in conformity with the foregoing, the General Manager, or such individual(s) as may be designated by the General Manager, in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager or his/her designee shall be final, unless overturned by the Board of Directors.
- 4. The Contract shall not be binding upon the RIVCOPARKS until it has been awarded by the Board of Directors for the RIVCOPARKS and executed by the Chairman of the Board of Directors. A formal acceptance of a bid by the RIVCOPARKS and the execution of an Agreement by the RIVCOPARKS Board of Directors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, RIVCOPARKS shall mail to the CONTRACTOR a Notice to Proceed (NTP) to the address listed by the CONTRACTOR on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

L. Return of Guarantee

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

M. Bonds

All bonds submitted by the CONTRACTOR for the project shall be issued by a surety admitted to issue such bonds in California carrying a rating of "A" or better in the current issue of "Best's Insurance Guide". The Performance and Payment Bonds shall each be in an amount not less than 100 percent of the total amount of the Construction Contract.

N. <u>Period of Performance</u>

The performance period for this project including all project submittals, reviews and actual construction will last no more than sixty-five (65) calendar days after the Notice To Proceed has been issued by the RivCoParks to the Awarded Bidder. This is including project completion, punch list and issuance of the Notice of Completion.

O. <u>Liquidated Damages</u>

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the RIVCOPARKS and that it will be impractical and extremely difficult to ascertain and determine the actualdamage which the RIVCOPARKS will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the RIVCOPARKS, as fixed and liquidated damages, and not as apenalty, a dollar sum in the amount of **Four Hundred Dollars (\$400.00)** per calendarday for each and every calendar day that delivery of complete project is in excess of the contract time stipulated until Contractor completes the Project. It is further agreed that in the event such damages

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are sustained by the RIVCOPARKS, the RIVCOPARKS shall deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under the contract. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code Section 53069.85

P. Alteration or Changes to the Agreement

The Board of Directors are the only authorized RIVCOPARKS representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the General Manager may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreementshall be modified by written amendment accordingly.

SECTION 3 BID DOCUMENTS

BID FORM

| To: The Governing Board | of the Riverside County Regional Park and Open-Space District |
|-------------------------|---|
| "RivCoParks" Date: | |
| Bidder: | |
| | (Full Legal Business Name) |

NOTE: BID FORM includes pages 16-38. <u>All</u> pages of the bid form <u>must</u> be included in the bid package submitted to the Clerk of the Board.

The undersigned Bidder having carefully and thoroughly examined the site and the Contract Documents for the Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549 hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, Bidder agrees and understands that:

- 1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the RIVCOPARKS.
- 2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
- 3. The CONTRACTOR shall commence/mobilize work within fifteen (15) calendar days of receiving a Notice to Proceed from the RIVCOPARKS.
- 4. Any sub-tier contract signed by the CONTRACTOR and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the CONTRACTOR and the RIVCOPARKS.
- 5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
- 6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
- 7. CONTRACTOR must submit to the RIVCOPARKS such additional information as RIVCOPARKS may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the RIVCOPARKS to determine CONTRACTOR's ability to responsibly perform the work.
- 8. The statements made in this bid are made under penalty of perjury.

- 9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
- 10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
- 11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.
- 12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
- 13. All bids received by the RIVCOPARKS are good for one hundred twenty (120) calendar days from the date of receipt.
- 14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
- 15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- 16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 Bid Form.

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

| REQUEST FOR BIDS | PKARC-0238 |
|--|------------|
| LAWLER LODGE ROOFING | |
| 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 | |
| DIVERSIDE COUNTY DECIONAL DARK AND OPEN SPACE DISTRICT | |

A. BASE BID:

The undersigned hereby declares that he/she has carefully examined the location of the proposed work that he/she has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall include prices for all items shown in the proposal or lump sum amounts in accordance with the Contract Documents for the Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on meeting the specifications herein this Bid and the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

| # | Item | Unit | Unit Price | Quantity | Total |
|---|--|-----------------|---------------|----------|-------|
| 1 | Mobilization of Equipment and Material, Permits including Encroachment Permits, Insurance, Bonds | LUMP SUM | 1 | | |
| 2 | Removal of existing roof and all underlayment and removal of subsequent debris | LUMP SUM | 1 | | |
| 3 | Installation of new underlayment and roofing. | LUMP SUM | | | |
| 4 | • | Per Linear Feet | | | |
| 5 | | Per square Feet | | | |

| Base Bid (TOTAL AMOUNT OF BID ITEMS 1 THROUGH 5): | | |
|--|--------------|----|
| dollars (\$_ | |), |
| (in words) | (in figures) | |
| including all applicable taxes, licenses, Bonds and Insurance. | | |

2. **DESIGNATION OF SUBCONTRACTORS**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth below the subcontractor name and location of the place of business, describe the portion ofthe work, public works contractor registration number issued pursuant to Labor Code Section 1725.5 and the California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of thework according to detailed drawings in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one (1) subcontractor to perform the same service portion of Work, Bidder must performthat portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Codesection 1725.5 throughout the duration of the Project.

In the event of an inadvertent error in listing the California contracting license number or the public works contractor registration number issued pursuant to Labor Code Section 1725.5, Bidder shall have up to twenty-four (24) hours after bid opening to provide the correct license number or registration number of a listed subcontractor pursuant to Public Contract Code section 4104. Such an inadvertent error shall not be grounds for filing a bid protest or grounds for considering nonresponsive if the corrected number is provided within 24 hours and the corrected number corresponds with the submittedname and location for that subcontractor.

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by RIVCOPARKS must be provided by bidder

| PORTION OF THE WORK (Describe the Type of Work) | SUBCONTRACTOR NAME <u>AND</u> LICENSE NUMBER <u>AND</u> DIR REGISTRATION NUMBER | ADDRESS | PHONE EMAIL |
|--|--|---------|----------------|
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | Name: | | PH: |
| | License No.: | 12.8 | Email: |
| | DIR Registration No.: | | |
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | | - | |
| | | | |
| | | | |

| PORTION OF THE WORK (Describe the Type of Work) | SUBCONTRACTOR NAME <u>AND</u> LICENSE NUMBER <u>AND</u> DIR REGISTRATION NUMBER | ADDRESS | PHONE EMAIL |
|--|--|---------|----------------|
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | Name: | | PH: |
| | License No.: | | Email: |
| | DIR Registration No.: | | |
| | | | |
| | | | |
| | | | |

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

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LAWLER LODGE ROOFING
21027 CA-243, IDYLLWILD, CALIFORNIA 92549
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| ^ | ADDENI | - |
|----|--------|----|
| 3. | ADDENI | JA |

| SITE INSPE | CTION | |
|------------|--|--|
| | | |
| Person who | nspected the site on behalf of the bidder: | |

5. PROJECTS OF SIMILAR NATURE

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed. IT IS REQUIRED THAT CONTRACTOR, AND/OR CONTRACTOR'S SUB- CONTRACTOR, HAVE PREVIOUS EXPERIENCE WORKING ON SANITARY SEWER PIPELINE AND PUMP STATION CONSTRUCTION and SIMILAR INSTALLATION RELATED PROJECTS.

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.

| PROJECT NAME | PROJECT ADDRESS | OWNERS NAME | OWNERS PHONE/EMAIL |
|-----------------|-----------------|----------------|-----------------------|
| 1. | | | PH: |
| | | | Email: |
| 2. | | | PH: |
| | | | Email: |
| 3. | | | PH: |
| | | | Email: |
| 4. | | | PH: |
| | | | Email: |
| 5. | | | PH: |
| | | | Email: |

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LAWLER LODGE ROOFING

LAWLER LODGE ROOFING 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

6. Additional Pages:

CONTRACTOR has attached the following additional pages to this bid form:

| LICENSE AND REGISTRATION |
|--|
| Bidders are required to hold a current Class A license license with appropriate subcontractor |
| issued by the State of California. Bidder currently has the following license(s): |
| License Class: |
| License No: |
| Expiration Date: |
| Registration Number: |
| BIDDER DATA: |
| Full legal name of firm: |
| Name under which firm |
| conducts business: |
| Address: |
| |
| |
| |
| Phone: |
| Email: |
| Type of Organization (corporation, partnership, etc.): |
| Person(s) authorized to sign for Bidder: |
| Note: If Bidder is a Corporation, state legal name of Corporation and also names of the |
| president vice-president secretary treasurer and manager thereof. |
| If Bidder is a Co-Partnership, state true name of firm and also names of all individual co- |
| partners composing firm. If Bidder is a sole proprietorship or an Individual , state first and last name(s) in full. |
| If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney. |
| California Secretary of State Identification Number: |
| Contractor's license number: |
| License Classification(s): |
| Expiration date: |

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9. BIDDER SIGNATURE

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.

IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth in the Notice of Inviting Bids.

| Signature: | |
|------------|--|
| Name: | |
| Title: | |
| Date: | |

"CONTRACTOR", has

REQUEST FOR BIDS LAWLER LODGE ROOFING 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

(Seal)

BID BOND

| for thec | onst | ts bid to Riverside County Regiona truction of the public work for (PKAR A 92549, in accordance with the Not | C-0238) Law | pen-Space District, "RIVCOPARKS," ler Lodge Roofing, 21027 CA-243, ds from RIVCOPARKS. |
|----------|--------------|--|---|---|
| 2. | ., 0. | | 3 | . а |
| corpora | tion | , "Surety", is the surety of this bond. | | |
| Agreem | <u>ent</u> : | | | |
| We, Co | | RACTOR as principal and Surety | as surety, jo | pintly and separately agree and state as |
| | Α. | The amount of the obligation of this inures to the benefit of RIVCOPARK | bond is 10% | of the amount of CONTRACTOR's bid and |
| | В. | This bond is exonerated by: (1) R CONTRACTOR's bid is accepted, Corequired bonds. Otherwise, it remains and expense of RIVCOPARKS resu | RIVCOPARKS ONTRACTOF as in full force | rejecting CONTRACTOR's bid; or, (2) if Rexecutes the Agreement and furnishes the and effect for the recovery of loss, damage are of CONTRACTOR to act as agreed to in |
| | C | its bid. Surety, for value received, stipulates | and agrees t | hat its obligations hereunder shall in no way |
| | D. | the bid and waives notice of any suc | ch extension. | e within which RIVCOPARKS may accept |
| SIGNA | TUF | RES MUST BE NOTARIZED - Attack | n Acknowledg | ments |
| | | SURETY | | CONTRACTOR |
| BY: | | | BY: | |
| NAME: | _ | | NAME: | |
| TITLE: | _ | | TITLE: | |
| DATE: | | | DATE: | |
| | | | | |

(Seal)

REQUEST FOR BIDS
LAWLER LODGE ROOFING
21027 CA-243, IDYLLWILD, CALIFORNIA 92549
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

| I am the | of | , the party |
|--|--|---|
| making the foregoing bid. | | |
| association, organization, organization, organization, organization, or directly or indirectly collude bid, or to refrain from biddin communication, or confere overhead, profit, or cost elebid are true. The bidder has or the contents thereof, organization, organizatio | or corporation. The bid is genuine and not done solicited any other bidder to put in d, conspired, connived, or agreed with ang. The bidder has not in any manner, dince with anyone to fix the bid price of the ment of the bid price, or of that of any other of directly or indirectly, submitted his or divulged information or data relative to | isclosed person, partnership, company, of collusive or sham. The bidder has not a false or sham bid. The bidder has not my bidder or anyone else to put in a sham rectly or indirectly, sought by agreement, a bidder or any other bidder, or to fix any er bidder. All statements contained in the or her bid price or any breakdown thereof, thereto, to any corporation, partnership, ember or agent thereof, to effectuate a nor entity for such purpose. |
| limited liability company, lin | | a corporation, partnership, joint venture, tity, hereby represents that he or she has if the bidder. |
| | erjury under the laws of the State of Califo executed on_[date], at_[city],_[state]." | ornia that the foregoing is true and correct |
| | [Signature of Declarant] | |
| | [Printed Name of Person Signi | ng] |
| | [Name of Bidder] | |
| | [Office or Title] | |

Iran Contracting Act Certification

(Public Contract Code sections 2200-2208)

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

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Codesection 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000)or more in credit to another person, for 45 calendar days or more, if that other person will usethe credit to provide goods or services in the energy sector in Iran and is identified on thecurrent list of persons engaged in investment activities in Iran created by DGS;

OR

b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

Option #1 - Certification

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

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

REQUEST FOR BIDS

LAWLER LODGE ROOFING

21027 CA-243, IDYLLWILD, CALIFORNIA 92549

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

Option #2 - Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

PKARC-0238

CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

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

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

| (Name of Contractor) |
|----------------------|
| |
| |
| By: |
| |
| |
| (Name of Signer) |
| |
| |
| (Signature) |
| (-3, |
| |
| (Title) |

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

REQUEST FOR BIDS

LAWLER LODGE ROOFING

21027 CA-243, IDYLLWILD, CALIFORNIA 92549

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: between County of Riverside ("County") and ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

| Date: | |
|------------------|--|
| Contractor Name: | |
| Signature: | |
| Print Name: | |
| Title: | |

REQUEST FOR BIDS
LAWLER LODGE ROOFING
21027 CA-243, IDYLLWILD, CALIFORNIA 92549
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS' DIR REGISTRATION

As a prime or subcontractor on one or more public works projects, you are subject to the requirements of the State of California's Senate Bill 854 (SB-854). This notice serves as a reminder of the requirements of the bill and the phases for compliance established by the bill.

All contractors, regardless of tier, must be registered with the State of California Department of Industrial Relations in order to bid or work on any public works project.

- This is an annual registration that expires June 30 of every year.
- If your registration expired on June 30, 2015, you must renew it before January 1, 2016, or pay a penalty of \$2,000 if you renew after that date. See the News Release No.: 2015-117 from the California Department of Industrial Relations, here: http://www.dir.ca.gov/DIRNews/2015/2015-117.pdf

REQUEST FOR BIDS LAWLER LODGE ROOFING 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

IMPORTED MATERIALS CERTIFICATION

| PROJECT/CONTRACT NO.:("County") and | | | |
|--|--|--|--|
| aggregate, or rel environmental rev | e executed by all entities that, in a ated materials ("Fill") to the Projec view of the Project performed pursu ality Act, section 21000 et seq. of the | t Site. All Fill shall sai | tisfy all requirements of any d guidelines of the California |
| Certification of: | □ Delivery Firm/Transporter□ Wholesaler□ Distributor | □ Supplier □ Broker □ Other | □ Manufacturer □ Retailer |
| Type of Entity | □ Corporation □ Limited Partnership □ Sole Proprietorship | □ General Partners □ Limited Liability C □ Other | |
| Name of firm ("Fir | m"): | | |
| Mailing address: | | | |
| | nch office used for this Project: | | |
| | e and address of parent company: _ | | |
| | | | |
| and the sections behalf of the Firm that will be provid hazardous materia | pelow, I hereby certify that I am awa referenced therein regarding the do that all soils, aggregates, or relate ed, delivered, and/or supplied by the all as defined in section 25260 of the e this certification on behalf of the Fi | efinition of hazardous ned materials provided, dhis Firm to the Project to Health and Safety Cod | naterial. I further certify on elivered, and/or supplied or Site are free of any and all |
| Date: | | | |
| Proper Name of Fi | rm: | | |
| Signature: | | • | |
| Print Name: | | | |
| Title: | | | |

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

| PROJECT/CONTRACT NO.: | between | the |
|------------------------------------|---------|-----|
| County of Riverside ("County") and | | |
| ("Bidder") ("Project"). | | |

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to deb arment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement n otifying employees that the unla wful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

HAZARDOUS MATERIALS CERTIFICATION

| PROJ ("Cou | JECT/CONTRACT NO.: | ("Project") | between Cour ("Contracto | nty of Riversid |
|---------------|---|--|---|---|
| 1. | Contractor hereby certifies that no biphenyl (PCB), or any material liste federal or state health agencies as hazardous under federal or state law furnished, installed, or incorporated in equipment used to affect any portion | ed by the federal or state Env a hazardous material, or any ws, rules, or regulations ("Nev n any way into the Project or i | ironmental Prote other material of v Hazardous Ma in any tools, devi | ection Agency of lefined as being sterial"), shall be ices, clothing, of |
| 2. | Contractor further certifies that it has standards, hazards, risks, and liabilities | | respect to the a | bove-mentione |
| 3. | Asbestos and/or asbestos-containing to chrysotile, crocidolite, amosite, a containing greater than o ne-tenth of containing material. | anthophyllite, tremolite, and | actinolite. Any | or all materia |
| 4. | Any disputes involving the question of settled by el ectron microscopy or of County's determination. The costs of found to be New Hazardous Material. | oth er appropriate and recog r of any such tests shall be paid | nized testing pro | ocedure, at the |
| 5. | All Work or materials found to be N equipment containing "New Hazardou removed at Contractor's expense at no | us Material" will be immediatel | y rejected and the | al installed with his Work will be |
| 6. | Contractor has read and undersi Requirements, and shall comply with a | | | Procedures 8 |
| Date: | | | | |
| Proper | Name of Contractor: | | | |
| Signati | ure: | | | |
| Print N | lame: | | | |
| Title: | | | | |

END OF DOCUMENT

PKARC-0238

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Prior to or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) it is in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

| Contractor Name (Printed) | Federal ID Number (or n/a) |
|--|----------------------------|
| By (Authorized Signature) | |
| Printed Name and Title of Person Signing | |
| Date | |

SECTION 4

CONSTRUCTION CONTRACT AND RELATED DOCUMENTS

CONSTRUCTION CONTRACT

| This Construction | Contract ("Contract") is entered into at Riverside, California on | , |
|-------------------|---|----------|
| | the Riverside County Regional Park and Open-Space District, thereafter called | ed _, |
| a | , hereinafter called "CONTRACTOR". | |

- 1. CONTRACTOR has submitted to RIVCOPARKS its bid for (PKARC-0238) the Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549 hereafter called "Project," and all appurtenant work in accordance with the Contract Documents identified below and RIVCOPARKS has awarded the Contract to Contractor said bid.
- 2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
- 3. <u>Contract Documents</u>: The entire contract consists of the following:
 - a. This Construction Contract; The Notice Inviting Bids for the Request for Bids for (PKARC-0238) Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549
 - b. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable RIVCOPARKS, State and Federal requirements for the project;
 - c. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - d. Any change orders issued for the project;
 - e. Any additional or supplemental specifications or drawings issued for the project; and
 - f. Meeting minutes and any other documents contained in the Project Manual.

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

- 4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the RIVCOPARKS.
- 5. <u>Contract Time</u>: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the RivCoParks, and all payments have been made to Contractor. All workis to be completed no later than _______, 2023
- 6. <u>Compensation</u>: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549 price indicated below:

| REQUEST FOR BIDS | PKARC-0238 |
|--|------------|
| LAWLER LODGE ROOFING | |
| 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 | |
| RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT | |
| | |

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the e items.

| Base Bid: | | dollars (\$ |), |
|-----------|------------|-------------|----|
| | (in words) | | |

including all applicable taxes, licenses, Bonds and Insurance.

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 of this Construction Contract.

| REQUEST FOR BIDS | PKARC-0238 |
|---|--|
| LAWLER LODGE ROOFING 21027 CA-243, IDYLLWILD, CALIFORNIA 92549 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DIST | RICT |
| CONTRACTOR: | |
| COMPANY NAME: | |
| BY: | |
| NAME: | |
| TITLE: | |
| Dated: | |
| OWNER: RIVERSIDE COUNTY REGIONAL PARK and DISTRICT | APPROVED AS TO FORM: OPEN-SPACE COUNTY COUNSEL |
| By: Chuck Washington | By: Kristine Bell-Valdez |
| Chuck Washington Chairman Board of Directors | Supervising Deputy County Counsel |
| DATE: | DATE: |
| ATTEST: CLERK OF THE BOARD KECIA HARPER | |
| By: Deputy | |

REQUEST FOR BIDS

LAWLER LODGE ROOFING

21027 CA-243, IDYLLWILD, CALIFORNIA 92549

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.) (Page 1 of 2)

| WHEREAS, the Riverside County Regional Park and Open-Space District (RivCoParks) has awarded |
|--|
| Construction Contract Number: BID # PKARC-0238 ("Contract") to the undersigned |
| , as Principal ("Principal") to perform the work ("Work") for the following project: Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549. |
| WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section |
| 9550 et seq. to furnish a payment bond in connection with the Contract; |
| NOW THEREFORE, we, the Principal and("Surety"), an |
| admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto RivCoParks in the penal sum of |
| Dollars (\$), this amount being not less than one |
| hundred percent (100%) of the total sum payable by RivCoParks under the Contract at the time the |
| Contract isawarded by RivCoParks to the Principal, lawful money of the United States of America, for the |
| payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, |
| executors, administrators, successors and assigns, jointly and severally, firmly by these presents. |
| THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by RivCoParks, or its subcontractors, of any contracting tier, shall fail to payany person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, inor to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564. |
| Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of |

the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

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

PAYMENT BOND

Page 2 of 2

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

| | (Proper name of Principal) |
|--|--|
| (Corporate Seal of Principal, if Corporation) | Ву: |
| | Signature of Principal authorized representative |
| | Print or type authorized representative's Name |
| | Print or type Principal's Address |
| | |
| (Corporate Seal of Surety) | Surety |
| | Ву: |
| | Attorney-in-Fact |
| (Attach Attorney-in-Fact Certificate and Required Acknowledgments) | |
| Acknowledgments | Name and Address of California Agent of Surety |
| | Telephone Number of California Agent of Surety |

Note: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be attached.

PKARC-0238

REQUEST FOR BIDS
LAWLER LODGE ROOFING
21027 CA-243, IDYLLWILD, CALIFORNIA 92549
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PERFORMANCE BOND

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

(Page 1 of 3)

WHEREAS, the Riverside County Regional Park and Open-Space District ("RivCoParks") has awarded Construction Contract Number: PKARC-0238 ("Contract") to the undersigned , as Principal ("Principal") to perform the work ("Work") for the following project: Lawler Lodge Roofing, 21027 CA-243, Idyllwild, CA 92549, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code,

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

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

PERFORMANCE BOND

(Page 2 of 3)

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

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

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

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

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

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

(Remainder of page intentionally left blank)

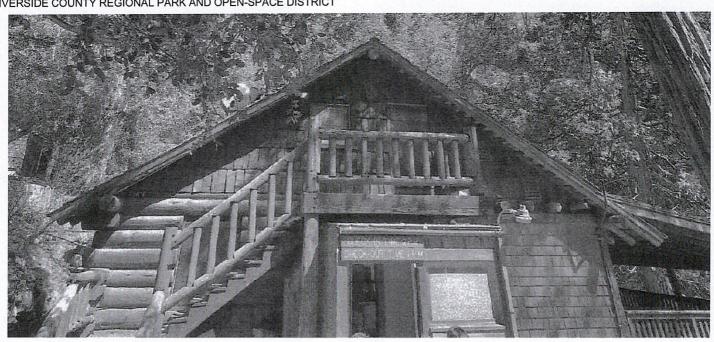
PERFORMANCE BOND (Page 3 of 3)

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

| (Proper name of Principal) |
|--|
| Ву: |
| Signature of Principal authorized representative |
| Print or type authorized representative's Name |
| Print or type Principal's Address |
| |
| Surety By: |
| Attorney-in-Fact |
| |
| Name and Address of California Agent of Surety |
| Telephone Number of California Agent of Surety |
| |

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

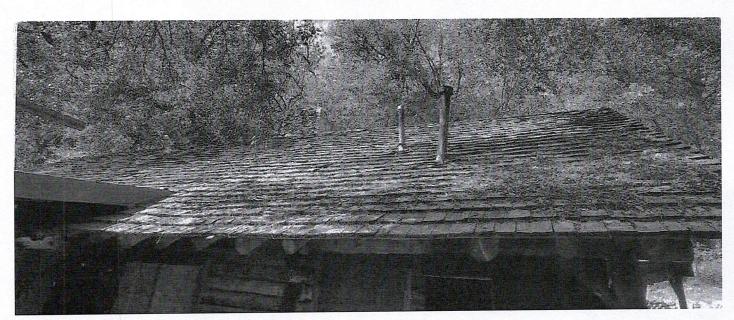
EXHIBIT 1 LAWLER LODGE PROJECT IMPROVEMENT SKETCHES



a) Lawler Lodge Front



b) Lawler Lodge Rear



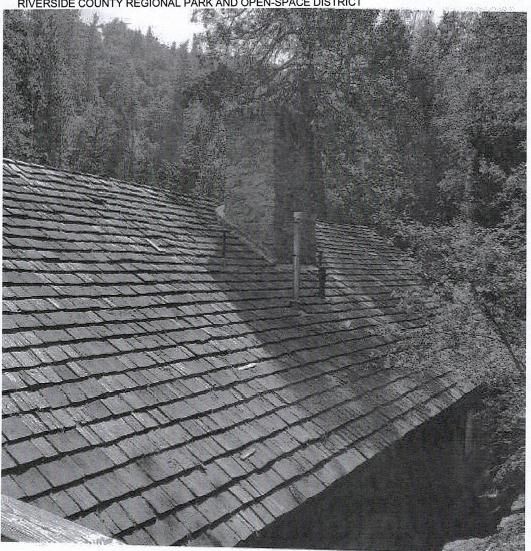
c) Lawler Lodge, Creek/Deck Side

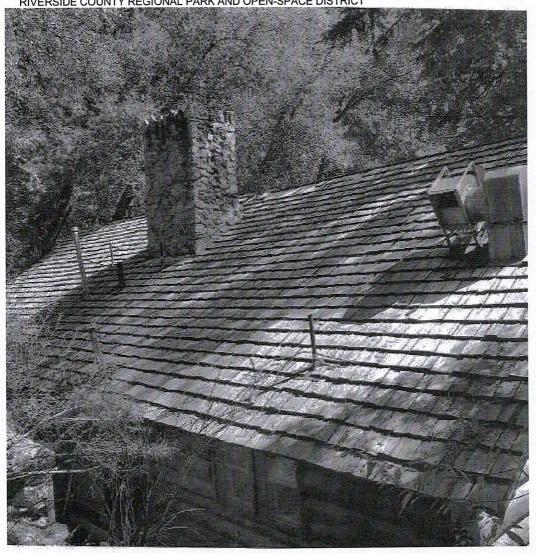


d) Lawler Lodge, Creek/Deck Side

REQUEST FOR BIDS

LAWLER LODGE ROOFING
21027 CA-243, IDYLLWILD, CALIFORNIA 92549
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT





e) Lawler Lodge, Trail Side

