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



ITEM: 13.2 (ID # 25667)

**MEETING DATE:** 

FROM:

Regional Parks and Open Space District

Tuesday, August 27, 2024

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve Addendum's to Plans and Specifications, Accept the Low Bid, and Award the Contract for the Construction of the Santa Ana River Bottom (SARB) Maintenance Yard Project; Approve Allocation of American Rescue Plan Act (ARPA) Funds: District 2. [\$4.475.000 Total Cost - ARPA 100%]

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

- 1. Approve PKARC-270 Addendums No. 1 and No. 2 to the project bid documents issued prior to the July 10, 2024, bid opening.
- 2. Waive any and all immaterial irregularities, and accept the low bid submitted by Faris Construction Company in the sum amount of \$4,475,000;
- 3. Award the contract for the SARB Maintenance Yard Project to Faris Construction Company of Oceanside, California, in the amount of \$4,475,000 and authorize the Chairman of the Board of Directors for the Regional Park and Open-Space District (RivCoParks) to execute the contract documents:
- 4. Authorize the Purchasing Agent to issue Purchase Orders to Faris Construction Company for construction services for the duration of the contract in the amount of \$4,475,000;
- 5. Authorize the General Manager, or their Designee, to approve and execute amendments to the Agreement that have been approved as to form by County Counsel, as required to complete the project that do not change the substantive terms of the agreement, or increase compensation more than ten percent (10%); and
- 6. Direct the Clerk of the Board to return two (2) executed copies of the Agreement to RivCoParks.

**ACTION:Policy** 

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Perez, seconded by Director Spiegel 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

Kimberly A. Rector

Absent:

None

Clerk of the Board

Date:

August 27, 2024

XC:

**Parks** 

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

FINANCIAL DATA	Cur	rent Fiscal Year:	Next Fiscal Year:			Total Cost:	Ongoin	g Cost
COST	\$	4,475,000	\$	4,475,000	\$	4,475,000		\$ 0
NET COUNTY COST		N/A		N/A		N/A		N/A
SOURCE OF FUNDS: 100% FUND 21735 (ARPA Coronavirus						Budget Adj	ustment:	NO
Relief Fund)  For Fiscal Year: 24					24/25			

C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### Summary

By Minute Order 13.2 on June 4, 2024, the County of Riverside Board of Supervisors authorized the Clerk of the Board to advertise for the Santa Ana River Bottom (SARB) Maintenance Yard Project on June 12 and 19, 2024. The Project consists of the development of a 2,611 square foot, single-story concrete masonry maintenance building, retrofit of an existing 610 square foot storage building, a new internal roadway, and approximately 620 linear feet of tube steel fencing.

Riverside County Regional Park and Open-Space District (RivCoParks) manages hundreds of acres of land along the Santa Ana River Bottom (SARB). In the past few years, however, RivCoParks has increased its presence in the SARB, participating in the Homeless Solutions Collaborative working group, and the County's Multi-Disciplinary Team (MDT) with the Housing Department. This project proposes to enhance RivCoParks' engagement services and habitat restoration work within the SARB by constructing a dedicated maintenance building and yard for the SARB Unit. This building will provide a dedicated space to effectively manage and maintain equipment, infrastructure, and assets. Centralized storage, easy access to tools and equipment, specialized facilities for repairs and inspections, and a controlled environment for maintenance activities, will allow SARB Unit staff to serve the community more effectively.

During the advertisement period, two addendums were issued to all registered plan holders as a supplement to the plans and specifications. Both addendums are attached as Addendum No. 1 and Addendum No. 2.

The Project includes the following schedules for work:

Base Bid Schedule: SARB Maintenance Building Alternate Bid Schedule 1: Additional Fencing

RivCoParks accepts the bid prices submitted by Faris Construction Company (Contractor) for the Base Bid Schedule and Alternate Bid Schedule 1. The Contractor is qualified to perform the work as outlined in the bid, has executed the contract, and has provided bonds and insurance documents.

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

#### Impact on Residents and Businesses

The Project will have a limited impact on citizens and businesses. The Project is located primarily in an undeveloped area of RivCoParks Headquarters at 4600 Crestmore Road, Jurupa Valley, CA 92509.

The work is scheduled to begin September 2024 and will take approximately one year to complete.

#### **Additional Fiscal Information**

American Rescue Plan Act (ARPA) funds in the amount of \$5,000,000 were allocated to this project on May 23, 2023, by Minute Order 13.1. Details on the Projects proposed budget are shown on Project Budget attachment.

#### **Contract History and Price Reasonableness**

Bid RivCoParks issued PKARC-270 Request for (RFB) notification www.colbisecurebids.com, as well as sent to plan rooms and advertised in the local newspaper. Four responses were received on Wednesday, July 10, 2024. RFB response cost ranged from \$3,375,000 to \$4,684,480. Faris Construction Company was selected as the contractor with the lowest responsive and responsible base bid at \$3,375,000, which is \$384,930 (8.8%) below the engineers cost estimate. Faris Construction Corp also submitted a bid for Alternate Schedule 1 for \$600,000 which was accepted. The contract as presented for award also includes an Owner Controlled Allowance of \$500,000. Collectively, the Base Bid (\$3,375,000), Alternate Schedule 1 (\$600,000), and the Owner Controlled Allowance (\$500,000) results in a total contract award of \$4,475,000.

#### **Attachments**

- Project Budget
- PKARC-270 Contract/Bonds/Insurance
- Summary of Bids
- Addendum 1
- Addendum 2
- Contractors Bid Proposal

Aaron Gettis, Chief of Deput Counsel 8/15/2024

#### **AGREEMENT**

This agreement is made and entered into on the date of final signature hereto, by and between the

Riverside County Regional Park and Open-Space District ("District")

Faris Construction Company

("Contractor") ("Agreement"). The District and the Contractor agree as follows:

**The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Santa Ana River Bottom (SARB) Maintenance Facility ("Project" or "Contract" or "Work")

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

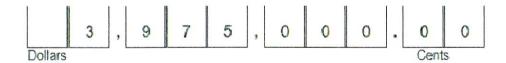
Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type A, B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

**Time for Completion**: It is hereby understood and agreed that the Contractor shall complete the Work within **three hundred seventy (370)** 

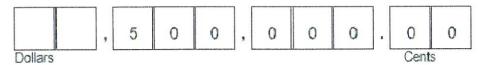
consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

Contract Price: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

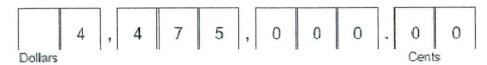
#### Base Contract Amount Including Alternate 1:



#### + Allowance 1 (Description/TitleHere)



#### = Total Contract Price



THE ABOVE ALLOWANCES, IF ANY, ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS BEEN AUTHORIZED IN WRITING TO PERFORM WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, HAS PERFORMED THE WORK AND HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR'S INVOICE. USE OF ALLOWANCE(S) SHALL FOLLOW THE PROCESS AND THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF ALLOWANCE(S) SHALL BE RETAINED BY THE DISTRICT AND MAY BE CLOSED BY A UNILATERAL CHANGE ORDER.

The Base Contract Price and authorized use of allowances shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.

**The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

Interpretation of Contract Documents/Order of Precedence: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any):
- (ii) Agreement;
- (iii) Special Conditions (if any);
- (iv) Supplemental Conditions (if any):
- (v) General Conditions;
- (vi) Remaining Division 0 documents (Documents beginning with "00");
- (vii) Division 1 Documents (Documents beginning with "01");
- (viii) Division 2 through Division 49 documents (Technical Specifications);
- (ix) Figured dimensions;
- (x) Large-scale drawings;
- (xi) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

Integration / Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

Completion-Extension of Time: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**Liquidated Damages**: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the sums as indicated in the Special Conditions ("**Liquidated Damages**").

Use of Unit Prices and Bid Alternates: The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

**Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

**Performance of Work**: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

**COVID-19.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

Authority of District, Architect, Project Inspector, and County Permitting Entity:
Contractor hereby acknowledges that the District, Architect(s), the Project Inspector(s), and the County Permitting Entity as applicable to this Project have authority to approve and/or stop

Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.

Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

Payment of Prevailing Wages: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

**Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

Authority of Contractor's Representatives: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

**Severability**: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Faris Construction Company	Riverside County Regional Park and Open- Space District
Contractor	District
7/14/24	8/27/24
Date	Date
phot for	Corm
Signature	Signature
Richard Faris	Kula Brown
Print Name	Print Name
President	General Manager
Print Title	Print Title
ATTEST: KIMBERLY A. RECTOR, Clerk By	FORM APPROVED COUNTY COUNSEL  BY  KRISTINE BELL-VALUEZ  DATE
Riverside County Regional Park and Open-	AGREEMENT
Space District	- Jan
v.09.01.22	KEVIN JEFFRIES Page 31 of 172

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

**END OF AGREEMENT** 

## Attachment "A"

Riverside County Regional Park and Open-Space District

Project: SARB Maintenance Yard Project

Project No.: PKARC-270

	Budget	Percent
Planning and Environmental	\$ 792,635.00	14%
Construction w/Allowance	\$ 4,475,000.00	75%
Furniture & Equipment	\$ 610,000.00	7%
Inspector/Environmental Monitors	\$ 250,000.00	4%
TOTAL COSTS	\$ 6,127,635.00	100%

Project: SARB Maintanace Facility		Bid N	No:	РКА	RC-270		
		Bid D	Date:		7/9/2024		
Post-Bid Questions/Protest Email: Parks	-Planning@Riv(	Co.org	g				
COMPANY	LOW: Base Only		BASE BID		ALTERNATE 1	Allowance (Owner Ctrld)	TOTAL
Faris Const. Co.	1	\$	3,375,000.00	\$	600,000.00	\$ 500,000.00	\$ 4,475,000.00
Caltec Corp.	2	\$	3,740,000.00	\$	580,000.00	\$ 500,000.00	\$ 4,820,000.00
PCN3,INC	3	\$	4,179,000.00	\$	1,076,000.00	\$ 500,000.00	\$ 5,755,000.00
DALKE & SONS CONS. INC	4	\$	4,684,480.00	\$	540,000.00	\$ 500,000.00	\$ 5,724,480.00
		\$	-	\$	-	\$ 500,000.00	\$ 500,000.00

\$

\$

500,000.00 \$

\$

500,000.00



# Riverside County Regional Park and Open-Space District

Kyla Brown, Parks Director / General Manager

#### **ADDENDUM 1**

# Bid No. PKARC-270 SANTA ANA RIVER BOTTOM (SARB) MAINTENANCE FACILITY

July 2, 2024

Addendum documentation: 16 Pages, 22 items

8 ½" x 11" Addendum Drawings 0 Drawings

30" x 42" Addendum Sheet Drawings 6 Sheets

Specification Sections None

The following is issued to supplement or revise the Contract Documents. The revisions to the documents are described below. Unless specifically changed by this addendum, the remainder of the drawings, documents, and specifications shall remain in effect as originally issued. It is the obligation of the contractor to make subcontractors aware of this addendum.

Note: Any dates and times originally published by the Riverside County Board of Supervisors are subject to change. Changes are reflected in the bid documents and any addenda that may be issued thereto.

#### **GENERAL & BID DOCUMENTS:**

- 1. There has been no change to the bid due date and time. It remains Wednesday, July 10<sup>th</sup> at 2:00 p.m. as per the bid documents. Verbal discussion at the non-mandatory job walk does not govern or change this bid.
- All insurances appropriate to including additionally insureds shall include: Riverside
   County and Riverside County Regional Park and Open-Space District as additionally
   insureds.
- 3. The Mitigation Monitoring & Reporting Program's Responsible Party "Applicant" is the District.
- **4.** The final disposition of the large tree with its roots being excavated for the new building shall be finally determined by the District during or after construction. **Full removal of the tree is not included in the bid.**
- 5. The fees related to the stormwater permit shall be paid by the District and the Qualified SWPPP Designer shall be managed and paid for by the District. The Qualified SWPPP Practitioner is provided and paid for by the Contractor. The WDID & Application is current and indicated on the Plans and SWPPP Report. The SWPPP will be updated (by the QSD) once a contractor has been selected and the actual construction schedule has been provided by the selected contractor.



- **6.** Clarification: Sheet A.02 The new built-in cabinet, new workstation, new desk (typ. of 4) are owner-furnished and installed items after construction is complete. Not in contract
- 7. Clarification: Sheet S1.03 shows the need for StrongWalls at the Mechanical Room of the new Building.
- **8.** Clarification: Sheet C2.02: Type 1B 6" thick cement treated Class 2 aggregate base (CTB) surface shall be provided within the entire area surrounding the building and as shown on the plans.
- 9. Clarification: Sheet E/S2.01 Trusses
  - **Q:** There are no centers indicated for the truss-to-wall shear transfer detail shown in E/S2.01. Does this condition exist at all trusses at both ends?
  - **A:** Each truss, each end.
- 10. Clarification: Sheet A.10 Concrete SOG
  - Q: Is a concrete SOG intended under the Hazmat Canopy?
  - A: Yes, the same slab as the main building. No Visqueen or equivalent is required.
- 11. Scope Confirmations No change to plans/specs:
  - a. Water is potable and all components shall be for potable water.
  - b. Valve boxes to be rectangular per details.
  - c. Cover for irrigation mainline shall be 24" of cover min. per detail.
  - d. Irrigation drip tubing shall be 2" under finished grade per detail.

#### 12. Clarification - Sand Backfill:

- **Q.** Per specs 3.6.G/ 328400 sand backfill a minimum of 6 inches over and under all pipes. However, the detail E/LI.02 is 6 inches sand cover and 2 inches under. Please clarify.
- **A.** Follow project specifications, 6" above and 6" below.
- 13. Special Conditions (7 items a. g.)
  - a. Paragraph 12 Site and Project Specific Conditions, section a. Access shall be <u>replaced</u> in its entirety with the following **new section a.**:
    - "a. <u>Access</u>: Contractor will be provided with keys to Building D and a gate key. The adjacent area outside of the area of work shall remain in use by District staff for the duration of the work. Shutoff of water and electricity shall be shown on the 3-week look-ahead schedule and written notice to the District's Project Manager shall be provided 3 working days before shutoffs. Electrical shutoffs affecting the staff buildings and involving more than 1 hour of downtime shall be done before or

after staff work hours or on weekends unless otherwise negotiated in advance. Work hours for staff are M-F 7:30 – 5:30.

No access through the existing parking lot fence and no staging on the parking lot is allowed.

The existing parking lot fence may be used as the backside of any protected laydown area. Contractor shall be allowed to connect the temporary fencing to it if desired and with care.

No access to the undeveloped area east of the access road is allowed. Do not deviate from the access road on that side. See the Site Access & Laydown Map attached and incorporated herewith by reference. Access/use is only allowed on the access road to/from the jobsite and area(s) to the west as shown on the revised plans. No fencing along the road is required. Contractor may control the access road as needed such that no vehicles or workers go off the road to the east. It is a sensitive habitat."

- b. The **Site Access and Laydown Map is replaced with the revised map** attached and incorporated herewith by reference."
- c. Paragraph 12 Site and Project Specific Conditions item b. **Master Key is deleted** in its entirety.
- d. **Paragraph 12, item i. Work During Instructional Time** is hereby <u>replaced</u> in its entirety with the following new paragraph:
  - **"i. Work on this Operating Site**. This site supports the ongoing work of the Parks staff and provides a venue for public special events and weddings. These events are often indoors, many are on the weekends, but some are on a weekday and outdoor.

Quiet Days: Friday, September 20, 2024, from 10:00 a.m. – end of workday, shall be a quiet day due to a planned outdoor wedding event. No earthmoving equipment, large trucks, major deliveries, or other noisy activities that would reasonably disturb the event in the quad area of the Parks facility is allowed aka construction noise.

The following dates shall have **construction noise restrictions** <u>after 3:00 p.m</u>. due to wedding events:

September 5 (Thurs), 6 (Fri) & 13 (Fri) October 10 (Thurs) & 18 (Fri) November 7 & 8 (Thurs/Fri) December 6 (Fri) & 27 (Fri) January 2 (Fri) February 14 (Fri)

By submitting its bid, Contractor affirms that Work will be performed during the ongoing use of existing facilities. Contractor agrees to cooperate to the best of

- its ability to minimize any disruption to the functional operation up to, and including, rescheduling specific work activities."
- e. Paragraph 13 Existing information and documentation regarding project site section E 1. c. Site Access and Laydown **Map** is deleted from this paragraph and **moved to Paragraph 12**. See new item a. above.
- f. Paragraph 12 Site and Project Specific Conditions shall be appended to include the following new paragraph I. (lowercase "L"):
  - "I. For this project these **additional conditions** shall apply:

#### EXCAVATION AND BACKFILL

- A. The Contractor shall visit the site and confirm existing surface types prior to submitting a bid.
- B. The Contractor shall verify all underground utility locations with the local utility locator prior to starting any excavation.
- C. Do not damage structure, equipment, or utilities when performing excavation. Be careful to not undermine the foundation of adjacent buildings or structures.
- D. When trenches are made below existing concrete the Contractor shall provide neat saw cuts with clean
- edges. Remove portions of demolished concrete from the site.
- E. Provide, operate, and remove dewatering pumps and piping, as needed, to keep water out of trenches. Protect excavation against frost, as needed.
- F. Dispose of excess excavated soil. Restore surfaces to their original condition.
- G. Backfill trenches as soon after inspection as practicable.
- 1. Backfill material below pipe/conduit and up to 6" above pipe/conduit shall be imported sand consisting of natural or manufactured granular material. Material shall be free of deleterious amounts of organic material, mica, loam, and clay, and shall have a sand equivalent (SE) of 30 or greater with the following gradation: 100% shall pass through a 3/8" sieve, 95% shall pass through a No. 4 sieve, 30% shall pass through a No. 30 sieve, and 5% shall pass through a No. 200 sieve.
- 2. Backfill material 6" above pipe/conduit and higher shall be sand, CA6, or clean earth. Material shall be free of stones 4" and larger, cinder fill, frozen earth, construction debris, or other material that will damage the pipe/conduit.
- 3. Pipe/conduit shall be placed on a 6" bedding layer followed by additional layers not to exceed 6" high per layer. All layers shall be compacted to 95% of the maximum density. Moisture content of backfill shall not exceed +2% of the optimum moisture content. Precaution shall be taken to ensure compactness of backfill around piping without damage to such piping/conduit.
- 4. Provide 6" of topsoil where disturbed areas are to be seeded or sodded.

OCCUPIED BUILDINGS UNDER CONSTRUCTION OR CONSTRUCTION ADJACENT - INDOOR AIR QUALITY (IAQ)

A. Coordinate IAQ approach with Owner's Representative throughout construction.

- B. The Contractor shall take steps necessary, including those in SMACNA IAQ Guidelines for Occupied Buildings Under Construction, to minimize construction dust/contaminants in order to limit the impact to the air quality of the adjacent occupied areas.
- C. Construction activities that produce excessive dust shall be completed during unoccupied hours.
- D. The construction site entrance shall not go through the existing building, if possible.
- E. Adhesives and sealants shall be tested and compliant with applicable low emitting materials limits.

#### A/E JOBSITE OBSERVATIONS

- A. The Contractor shall provide one full week notice to the A/E prior to making utility installation inaccessible to allow for visual observation of installed work by A/E. Such actions include backfilling over underground utilities or closing walls or ceilings containing utilities.
- B. By notifying the A/E that the underground, above ceiling, or in wall work is ready for observation, the Contractor is certifying that such work is complete and does not require additional work. This includes, but is not limited to, hangers, supports, insulation, identification, and sealed penetrations. If the work is not complete and requires additional site visits by the A/E, the Contractor may be liable for the cost of the additional site visits by the A/E and the District reserves the right to withhold these time and travel costs from remaining payments due.
- C. IMPORTANT: Astral Engineers must observe the installation of their portion of the design. If observation of such installation is prevented due to the work being covered by backfill, walls, ceilings, etc. prior to observation by Astral Engineers, the Contractor will be required to expose the work so it can be adequately observed.
- D. By notifying the A/E that the construction is complete and ready for the final jobsite observation, the Contractor is certifying that such work is complete and does not require additional work. If the work is not complete and requires additional site visits by the A/E, the Contractor may be liable for the cost of the additional site visits by the A/E and the District reserves the right to withhold these time and travel costs from remaining payments due.
- E. Astral Engineers will issue a jobsite observation report after each site visit noting any installation deficiencies, if any. The Contractor shall fix all deficiencies to the satisfaction of the A/E. Provide photographic and/or video evidence of corrected deficiencies signed off if requested by the A/E. The construction schedule shall account for these site visits and required corrections. Schedule extensions will not be allowed to accommodate A/E jobsite observations.

#### SYSTEM STARTUP AND TURNOVER

A. The Contractor shall perform complete system startup, calibration, testing, adjusting, and balancing. Systems include, but are not limited to: HVAC, plumbing, electrical, and general building performance.

Refer to manufacturer startup procedures.

B. All operating conditions, control sequences, interlocks, and alarms shall be tested during the startup

process.

C. Contractor shall provide verbal and written training for the Owner's representatives regarding the complete maintenance and operation requirements for all systems. Manufacturer personnel shall provide such instruction for major equipment and systems."

- g. Appendix A Federal Contracting Provisions: Replace Appendix A in its entirety (8 pages provided below).
- **14. Self-performance percentages do not apply**. Any reference in the specifications to the *Green Book shall be for construction specification reference only* and only when the specifications mention it. The Green Book's general contract requirements are <u>not</u> being invoked on this project. This includes but is not limited to any self-performance requirements.
- **15.** There is **no workforce agreement** on this project including, but not limited to, a PLA (Project Labor Agreement), a PSA (Project Stabilization Agreement), a CBA (Collective Bargaining Agreement), or a CWA (Community Workforce Agreement).
- **16.** This project **is subject to both State** Prevailing Wage Rates **and Federal** Davis-Bacon **Wage Rates**. Both DIR uploads and physical submission of wage records to the District are therefore required, as well as full compliance with both regulations.
- **17.** The **non-mandatory** job walk that was held was and remains non-mandatory. The site is generally accessible for viewing during working hours.
- 18. Bid security provided as a bond must be included in the single electronic .pdf file bid submission online upload. If a check or other non-bond security is being provided as allowed by the bid documents, it must be sent to and received by the Riverside County Parks and Open-Space District at the address on the first page of this addendum in advance of the bid date and time. It is the sole responsibility of the bidder to make sure the bid security is in place at or before the bid time. No hard copy bonds are requested. Bond validity will be verified with the bonding agent during post-bid review of responsiveness.
- **19.** Please note that it is common in the Santa Ana River Bottom area to experience **trespassing**. The maintenance yard is a common crossing area. Contractor is reminded that it is the Contractor's full responsibility for the means and methods of appropriate delivery timing and protection from theft and unauthorized entry into the construction area and areas used for Contractor's laydown and storage.
- **20.** The **power line to the existing well pump** is live and serving existing onsite uses. The line is to be undergrounded per plans. The changeover to the new line must have 48 hours' notice and take no more than 4 hours to reinstate the water pump.
- **21. Construction Noise**: Due to the adjacent campground, construction noise is limited to 7:00 a.m. 6:00 p.m.
- 22. 6 revised plan sheets are issued See "PLANS" chart below.

#### **SPECIFICATIONS:**

#	Specification Full Reference	Change
	None	

## PLANS: See separate .pdf file titled: PKARC-270 SARB Addendum 1 Revised Plan Sheets.pdf

#	Plan Sheet Full Reference	Change
1	Sheet A.01	Moved water heater from N/E corner to N/W corner of Bldg. D.
2	Sheet A.03	Clarified outside finishes/siding.
3	Sheet A.04	Clarified outside finishes/siding & roofing.
4	Sheet A.10	The <b>Covered Hazmat area</b> has been defined. See also item 8. above.
5	Sheet C1.01	New scope added to base bid to remove existing brush/log pile noted on the revised sheet.
6	Sheet P401	Revised Detail 9 - <b>Hold down anchor location revised</b> from connection to wood framed wall to CMU wall.

**END OF ADDENDUM 1** 

#### SITE ACCESS AND LAYDOWN MAP [R1 7-2-24]



A: Area of work SARB Maintenance Yard: Contractor may use this area as they see fit for the duration of the work, inclusive of laydown, trailer, or otherwise as needed.

B: Building "D" Renovation Location. **Note: Contractor may tap into power at this location if they** desire. Must be code compliant. No water inside building currently.

C: Electrical Main Service Panel: Main Service location for Crestmore Manor. **Note: Contractor may tap** into power at this location if they desire. Must be code compliant. No water inside building currently. D: Water Spigot: ¾" Hose Bibb at this location. **Note: Contractor may tap into water at this location for minor water needs. Contractor shall NOT use this water for dust control activities.** 

E: Contractor Parking Area - Personal Vehicles only without prior permission and oil protection.

F: Contractor Lay Down/Staging Area. Vehicle and pedestrian traffic must remain on or between road and parking lot fence. Red area to the East is a sensitive habitat. Inner area OK for staging of vehicles, supplies, equipment. Note: The existing parking lot fence may be used as the backside of any protected laydown area. Contractor shall be allowed to connect the temporary fencing to it if desired and with care

G: Sensitive Habitat Area: No vehicle or pedestrian access permitted.

\*Contractor may arrange with RivCoParks to tap into water/electric service and meter for reimbursement to RivCoParks or bring own water/power sources as needed. Portable Restrooms can be staged near job site.

## EXHIBIT A to Special Conditions: FEDERAL CONTRACTING PROVISIONS THIS EXHIBIT ONLY APPLIES IF FEDERAL FUNDING IS APPLICABLE PER THE SPECIAL CONDITIONS

If applicable, this form will be due post-bid and within 24 hours after request.

By signing the Contract, Contractor acknowledges and agrees that this Project is funded, in whole or part, by ARPA funds and is subject to federal statutory and regulatory procurement requirements, including, without limitation 2 CFR Part 200, et seq. Contractor agrees to fully comply with all federal requirements for the use of ARPA funds, including, without limitation, the federally required contract provisions herein.

## BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION ( 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING)

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### SUBRECIPIENT (Contractor)

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

I certify that I am duly authorized to legally bind the Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date:	
Proper Name of Subrecipient Contractor:	
Signature:	
Print Name:	
Title:	

PKARC-270

Should funding be allocated through American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.), the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including the federal provisions provided below:

- 1. NON-DISCRIMINATION. Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
- 2. EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS. During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.
- B. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- 3. CLEAN AIR ACT. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

Riverside Couty Regional Park and Open Space District ADDENDUM #1

Exhibit A – Federal Requirements 2 OF 8

Bid#PKARC-270

PKARC-270

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

#### 7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

PKARC-270

- papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### 10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### 11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### 12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

#### 13. FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp. Additionally, wages are required to be paid not less than once a week.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for

PKARC-270

State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

- 14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
- A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.
- 15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

PKARC-270

- 16. RIGHTS TO DATA AND COPYRIGHTS Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).
- 17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES
- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- B. Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv)Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- C. Exceptions.
  - (1) This clause does not prohibit contractors from providing—
  - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - a. Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- D. Reporting requirement.
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

PKARC-270

- (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10
- E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### 18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

#### A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent five-year period; and
  - c. Is one of the following:
  - C. (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - D. (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - E. (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
    - F. (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition:
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### C. Reporting Procedures

PKARC-270

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### D. Reporting Frequency

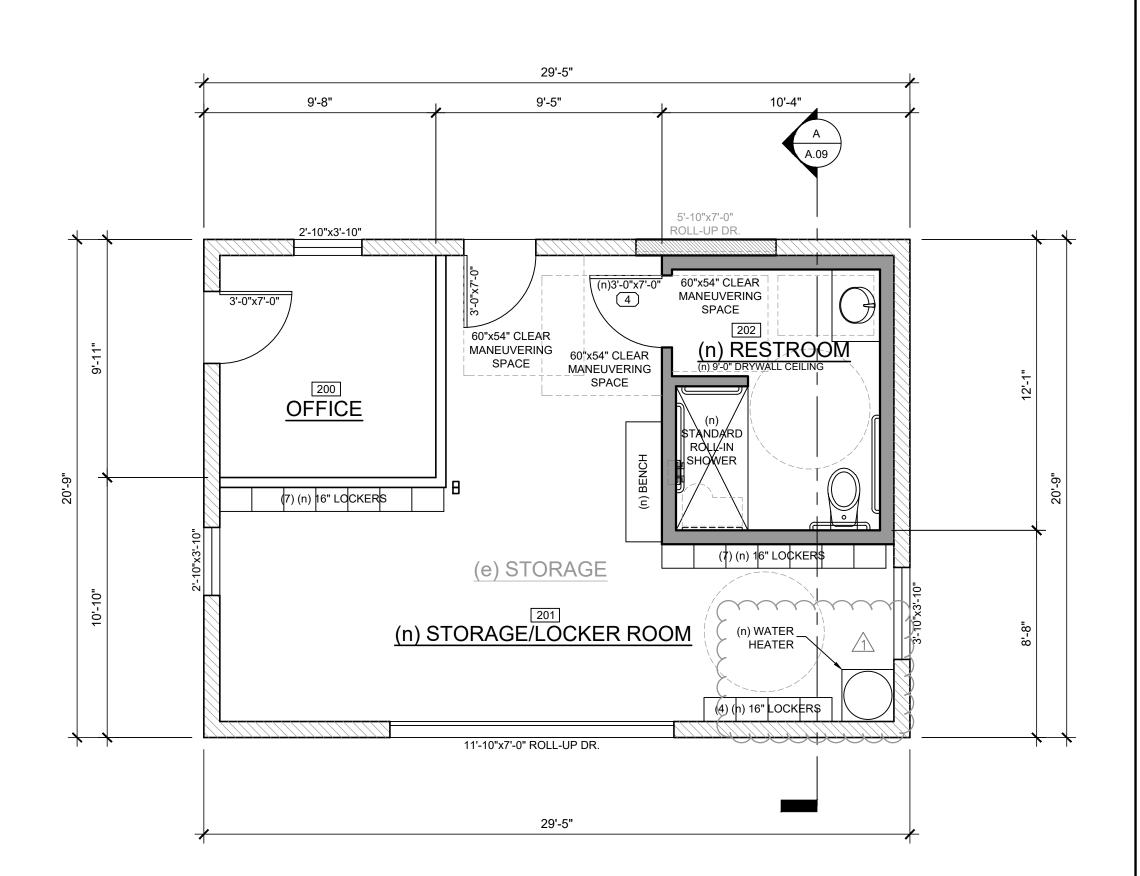
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### E. Definitions

For purposes of this award term and condition:

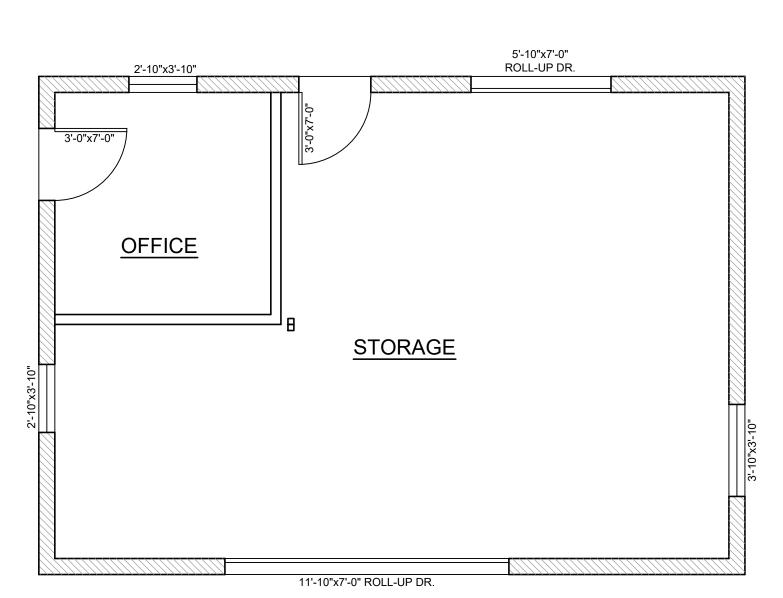
- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -
- G. (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- H. (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**End of Exhibit A to Special Conditions** 



# PROPOSED FLOOR PLAN

SCALE: 1/4"=1'-0"



# **AS-BUILT FLOOR PLAN**

SCALE: 1/4"=1'-0"

## NOTES

GENERAL FLOOR PLAN NOTES:

ALL EXTERIOR DOORS SHALL BE WEATHER STRIPPED.
 ALL NEW GLAZING SHALL BE INSTALLED WITH A CERTIFYING LABEL ATTACHED
 COMMON THE BUSINESS AND LIAVE A LABEL ATTACHED CERTIFIED BY THE

SHOWING THE 'U' VALUE AND HAVE A LABEL ATTACHED CERTIFIED BY THE NATIONAL FENESTRATION RATING COUNCIL (NFRC) SHOWING COMPLIANCE WITH THE ENERGY CALCULATIONS AND SHALL BE DUAL PANED.

3. APPROVAL OF THESE PLANS BY THE BUILDING DEPARTMENT DOES NOT INCLUDE APPROVAL FOR ANY TYPE OF ALARM SYSTEM THAT MAY BE SHOWN OR REQUIRED.

SEPARATE APPROVALS FOR ANY ALARM SYSTEMS MUST BE OBTAINED.

4. A MIN. OF 22"x30" ATTIC ACCESS MUST BE PROVIDED.

5. ALL WINDOWS AND GLASS DOORS SHALL HAVE A U-FACTOR AND SHGC PER

ENERGY CALCULATIONS.
EACH PANE OF SAFETY GLAZING INSTALLED IN HAZARDOUS LOCATIONS SHALL BE IDENTIFIED BY A MANUFACTURER'S DESIGNATION SPECIFYING WHO APPLIED THE DESIGNATION, THE MANUFACTURER OR INSTALLER AND THE SAFETY-GLAZING STANDARD. THE FOLLOWING SHALL BE CONSIDERED SPECIFIC HAZARDOUS

LOCATIONS FOR THE PROPOSED SAFETY GLAZING. GLAZING IN:
5.1. GLAZING IN ALL FIXED AND OPERABLE PANELS OR SWINGING AND BI-FOLD

5.2. FIXED OR OPERABLE PANELS ADJACENT TO DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24 INCH ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE THE

WALKING SURFACE.
5.3. FIXED OR OPERABLE PANEL WHICH MEETS ALL OF THE FOLLOWING

HORIZONTALLY IN A STRAIGHT LINE, OF THE PANE OF GLAZING..

CONDITIONS
5.3.1. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 SQ.FT.
5.3.2. EXPOSED BOTTOM EDGE LESS THAN 18 INCHES ABOVE THE FLOOR.
5.3.3. EXPOSED TOP EDGE GREATER THAN 36 INCHES ABOVE THE FLOOR.
5.3.4. ONE OR MORE WALKING SURFACES WITHIN 36 INCHES, MEASURES

## WALL LEGEND

EXISTING CMU WALL TO REMAIN
NEW CMU WALL

EXISTING 2x WALL TO REMAIN NEW 2x WALL

EXISTING WALL TO BE REMOVED

DAVID BECKWITH
AND ASSOCIATES INC
Civil & Structural Engineering
Land Surveying - Environmental Services

9431 Haven Avenue, Suite 232
Rancho Cucamonga, CA 91730
(T) 714.349.7007 (F) 714.948.4471
www.davidbeckwithandassociates.com

FRIVERSIDE
PARK & OPEN-SPACE DISTRICT

4600 CRESTMORE ROA JURUPA VALLEY, CA 9

SARB MAINTENANCE FACILITY
PROJECT No. PK-ARPA009

NO. REVISIONS DATE BY

ADDENDUM 1 07/01/24 AB



SHEET TITLE

BUILDING D FLOOR PLANS

DESIGNED

DRAWN

CHECKED

DMB

DATE

06/12/2024

SCALE

PER PLAN

JOB NO.

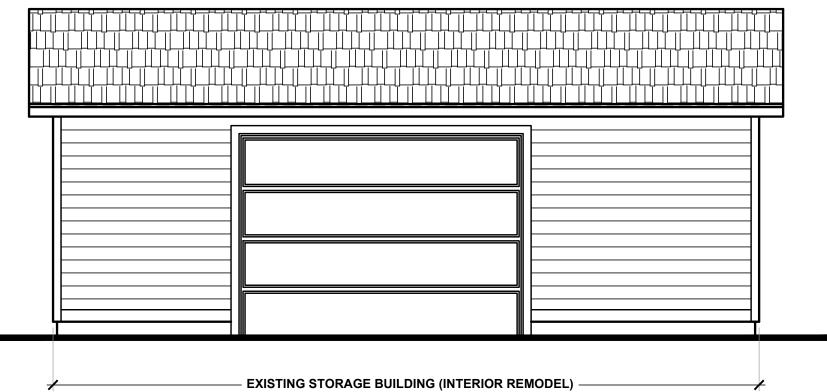
2023-29

SHEET A A 1

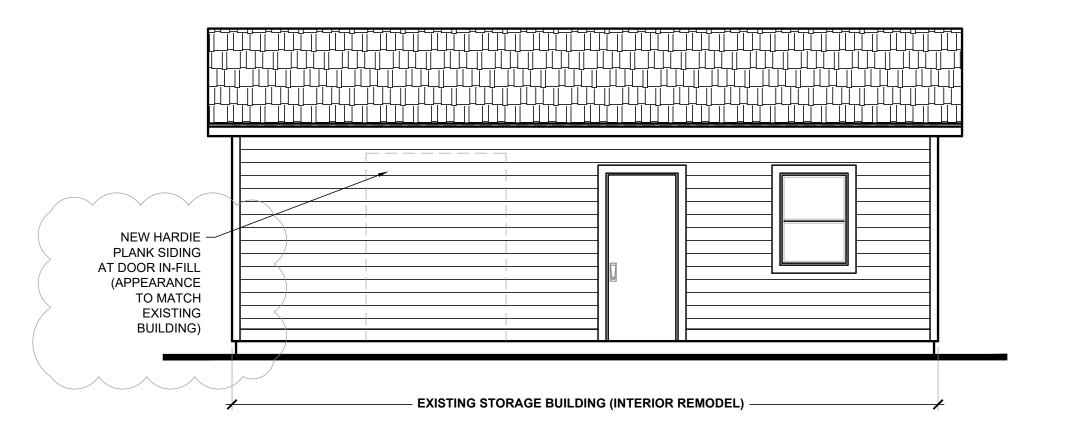
# — EXISTING STORAGE BUILDING (INTERIOR REMODEL) ———— **WEST ELEVATION** SCALE: 1/4"=1'-0" SCALE: 1/4"=1'-0"



# **EAST ELEVATION**



## **NORTH ELEVATION** SCALE: 1/4"=1'-0"



**SOUTH ELEVATION** 

SCALE: 1/4"=1'-0"

## NOTES

- EXTERIOR FINISH TO BE STUCCO, LAP SIDING, BOARD AND BATTEN SIDING OR HORIZONTAL RECLAIMED WOOD SIDING WHERE OCCURS (COLOR TO MATCH EXISTING BUILDING)

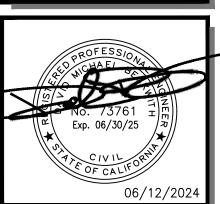
  PROVIDE FLASHING AT ALL EXTERIOR DOOR, WINDOWS, AND OTHER EXTERIOR OPENINGS

  ALL EXTERIOR DOORS AND SIRVE THE SAME TO SERVE THE SAME TO SERVE THE SAME TH
- 3. ALL EXTERIOR DOORS AND SIDING RIM SHALL BE MATCH EXISTING BUILDING COLOR



SARB MAINTENANCE FACILITY
PROJECT No. PK-ARPA009

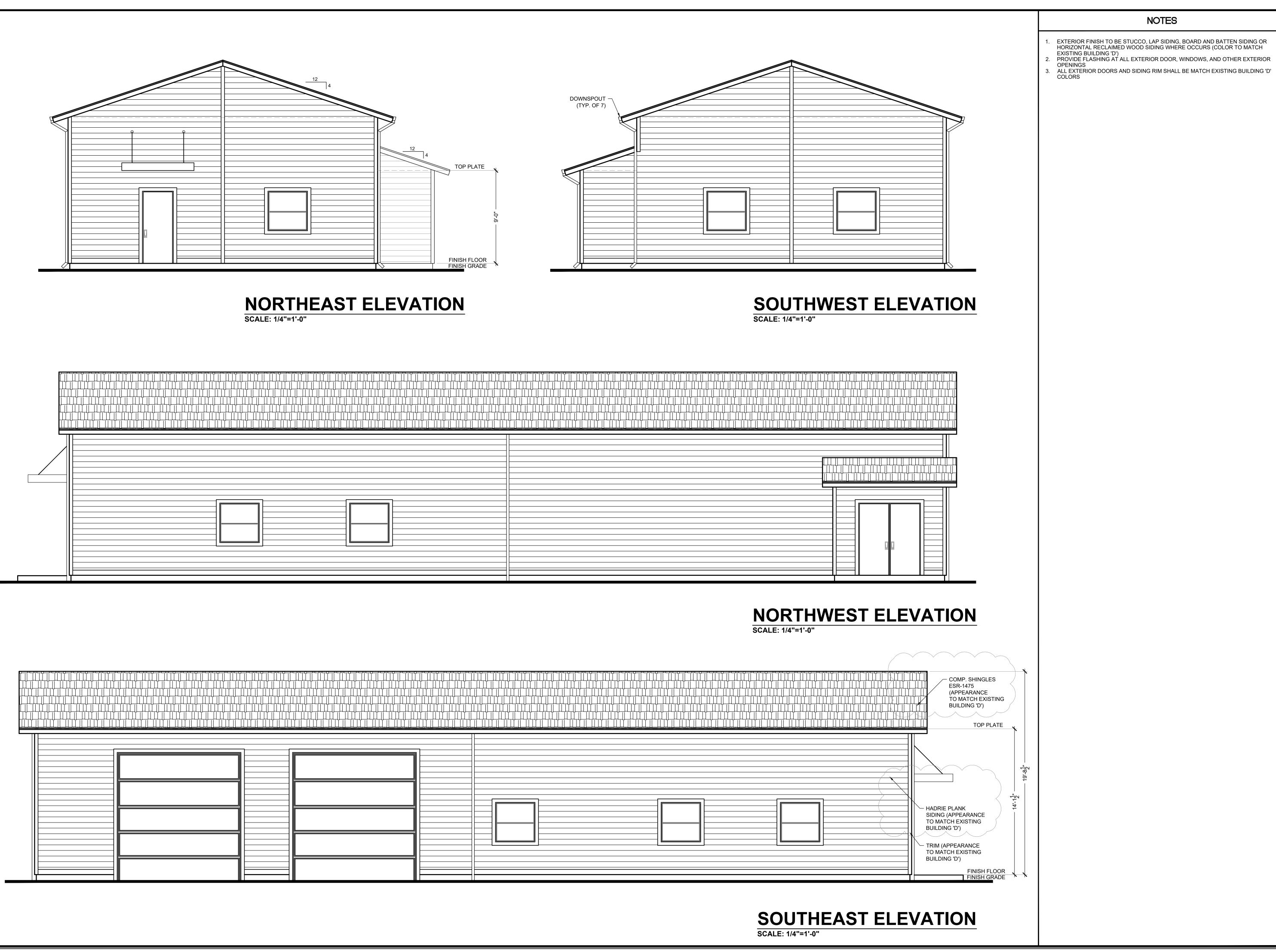
NO.	REVISIONS	DATE	BY
$\triangle$	ADDENDUM 1	07/01/24	AB



**BUILDING D ELEVATIONS** 

DESIGNED	
DRAWN	
CHECKED	DMB
DATE	06/12/2024
SCALE	PER PLAN
JOB NO.	2023-29

\*BID SET\*



Rancho Cucamonga, CA 91730 (T) 714.349.7007 (F) 714.948.4471

vww.davidbeckwithandassociates.co

DAVID BECKWITH AND ASSOCIATES INC

Civil & Structural Engineering

Land Surveying - Environmental Service

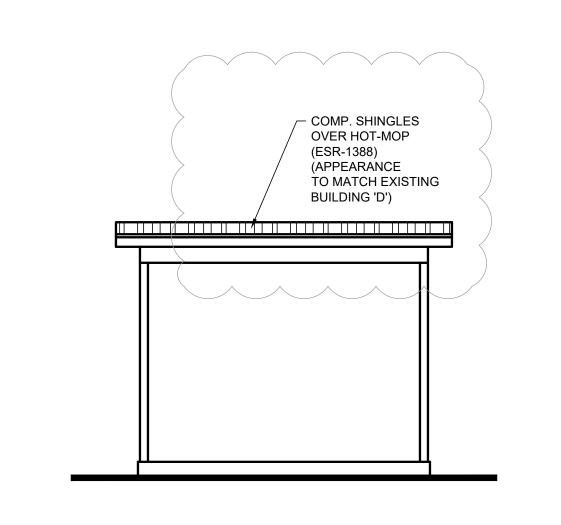
SARB MAINTENANCE FACILITY
PROJECT No. PK-ARPA009

	l
	Н
PROFESS/ON/ QUI INCHAEL	
No. 73761 I	ı
\\ <b>*</b> \	ı
OF CALIFORNIA OF (12/2024	ı

ADDENDUM 1 07/01/24

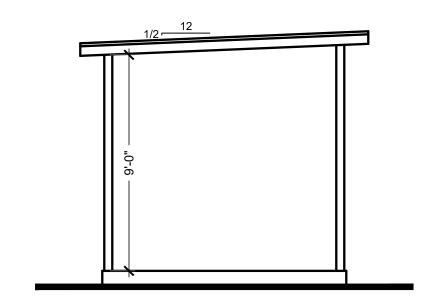
**PROPOSED** BUILDING **ELEVATIONS** 

DESIGNED	
DRAWN	
CHECKED	DMB
DATE	06/12/2024
SCALE	PER PLAN
JOB NO	

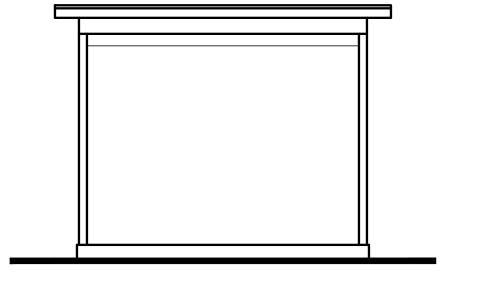


# PROPOSED HAZMAT WEST ELEVATION

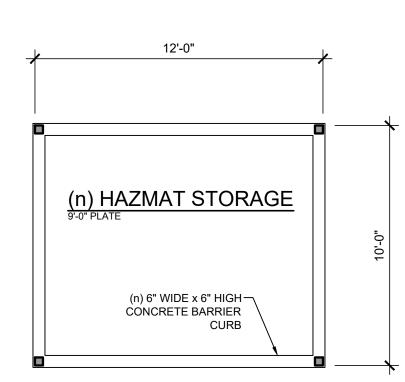
SCALE: 1/4"=1'-0"



# PROPOSED HAZMAT NORTH/SOUTH ELEVATION



# PROPOSED HAZMAT EAST ELEVATION



# PROPOSED HAZMAT PLAN LAYOUT

## NOTES

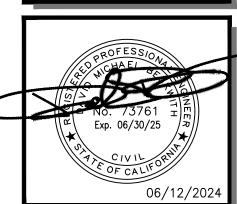
## WALL LEGEND

EXISTING CMU WALL TO REMAIN NEW CMU WALL

EXISTING 2x WALL TO REMAIN NEW 2x WALL EXISTING WALL TO BE REMOVED DAVID BECKWITH AND ASSOCIATES INC Civil & Structural Engineering Rancho Cucamonga, CA 91730 (T) 714.349.7007 (F) 714.948.4471 www.davidbeckwithandassociates.com

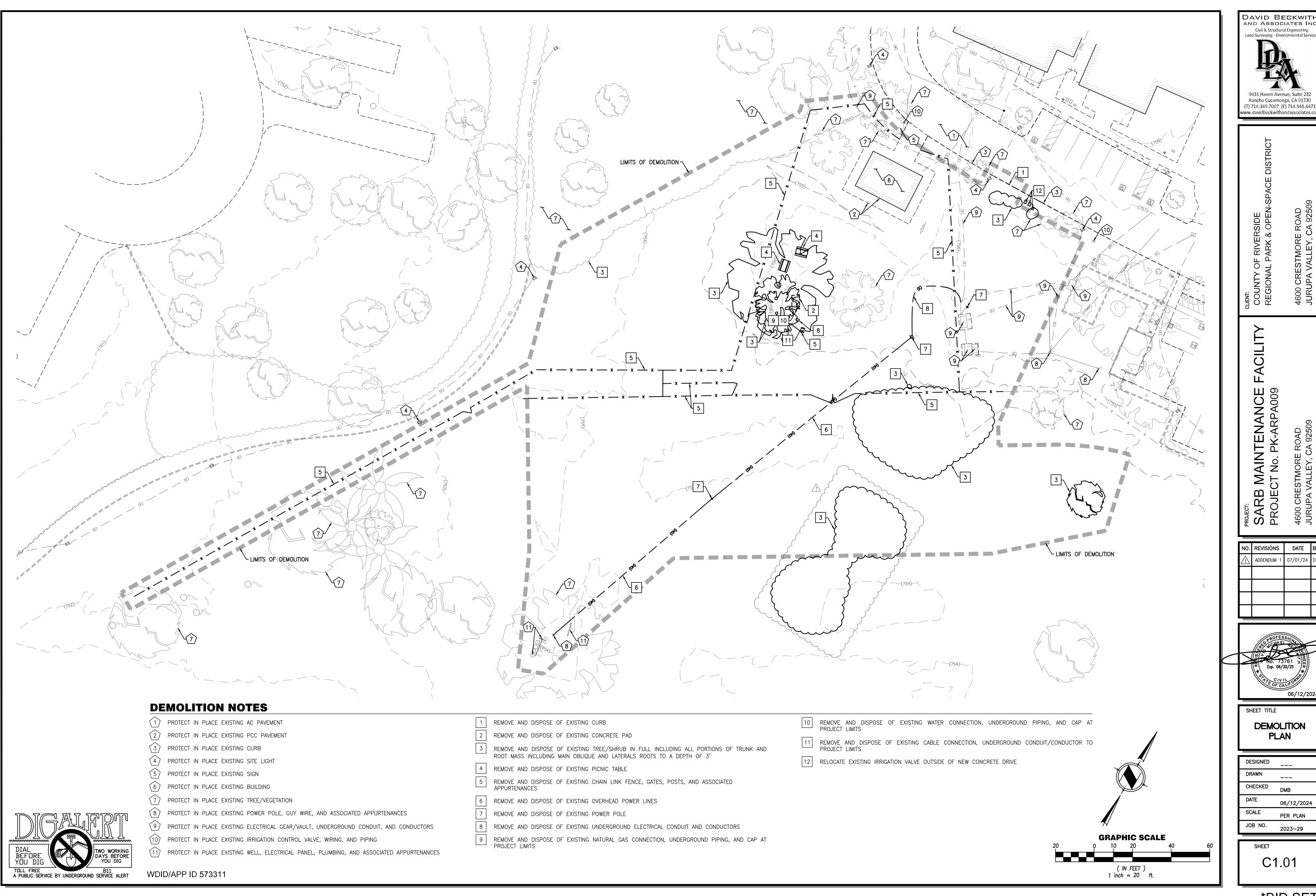
SARB MAINTENANCE FACILITY
PROJECT No. PK-ARPA009

ADDENDUM 1 07/01/24 A

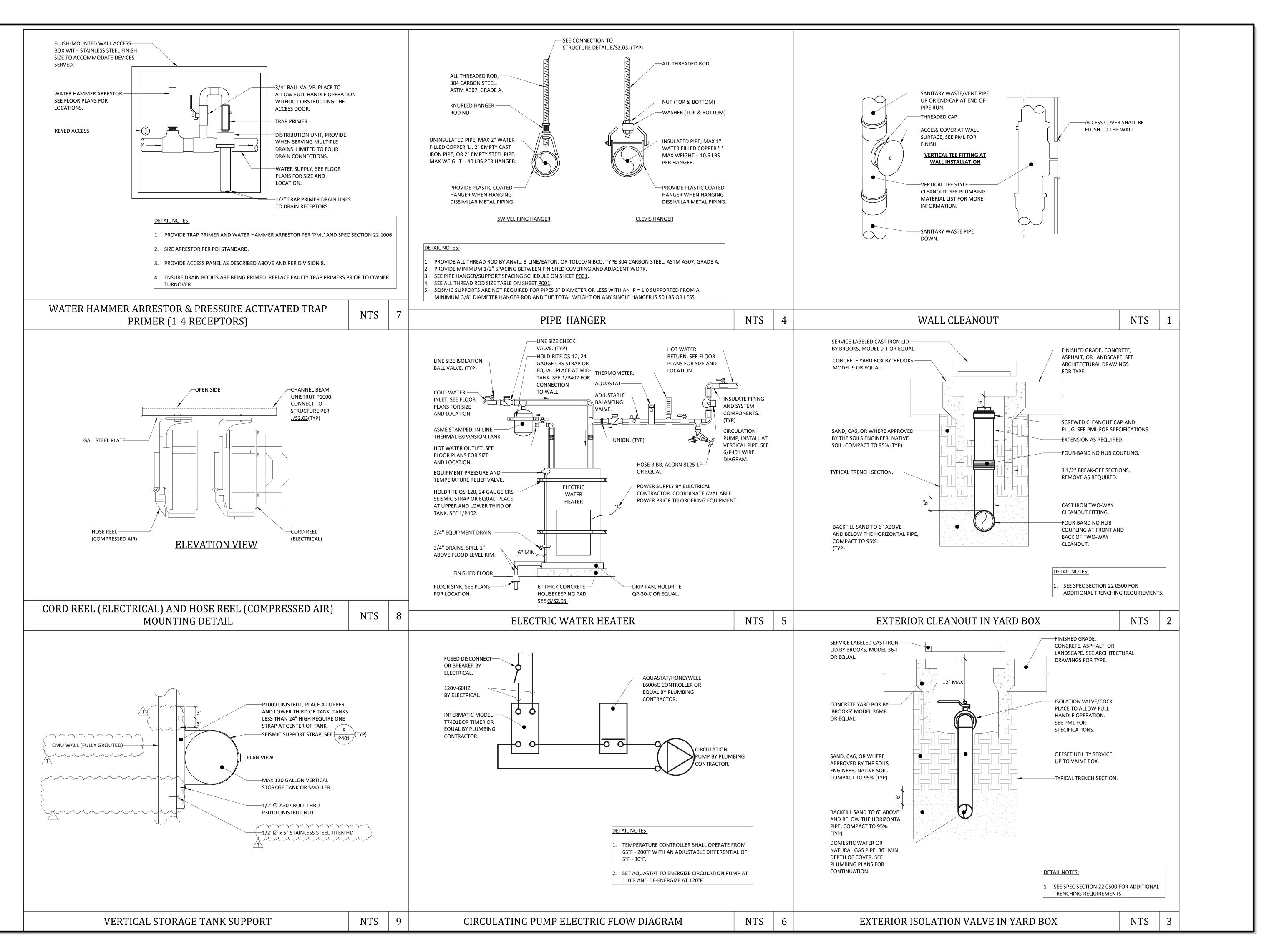


HAZMAT COVER

06/12/2024



\*BID SET\*



**ASTRAL ENGINEERS, PC** PO BOX 190 **RANCHO CUCAMONGA, CA 91729** 909.903.0015 www.astraleng.com PROJECT #:230041.00 JENT: COUNTY OF RIVERSIDE REGIONAL PARK & OPEN: ACILIT

SARB PROJEC

D. REVISIONS ADDENDUM 1



**PLUMBING DETAILS** 

ì		
	DESIGNED	RSS
	DRAWN	PSK
	CHECKED	RSS
	DATE	07/01/2024
	SCALE	PER PLAN
	JOB NO.	2023-29

P401



# Riverside County Regional Park and Open-Space District

Kyla Brown, Parks Director / General Manager

#### **ADDENDUM 2**

# Bid No. PKARC-270 SANTA ANA RIVER BOTTOM (SARB) MAINTENANCE FACILITY

July 3, 2024

Addendum documentation: 3 Pages + Photos, 2 items. Total 25 pgs.

8 ½" x 11" Addendum Drawings 0 Drawings 30" x 42" Addendum Sheet Drawings 0 Sheets

Specification Sections None

The following is issued to supplement or revise the Contract Documents. The revisions to the documents are described below. Unless specifically changed by this addendum, the remainder of the drawings, documents, and specifications shall remain in effect as originally issued. It is the obligation of the contractor to make subcontractors aware of this addendum.

#### **GENERAL & BID DOCUMENTS:**

1. Plan Sheet T201 Keynote 3 is modified as follows:

"PROVIDE DATA OUTLET ROUGH-IN FOR FIRE ALARM CONTROL PANEL AT THIS LOCATION. COORDINATE ROUGH-IN LOCATION WITH FIRE ALARM CONTRACTOR. **DATA** CABLING AND TERMINATION BY **OTHERS DISTRICT**."

2. **FIRE ALARM**: A complete dry fire alarm system must be provided by the Contractor using qualified designers and installers. If an additional site visit is requested, please email parks-planning@rivco.org and one will be arranged ASAP.

Photos of the panels and locations are provided herewith.

The District wants to have a single fire alarm master panel that services both the new building and the other buildings on campus when the project is over. Currently, there are 2 separate main panels on the site.

For this bid, the Contractor must use the main panel at the Carriage House location.

A Honeywell is at the Carriage House and services Building C and the Carriage House and a Honeywell Notifier panel serves the Riverside Room and that side of the campus. The selected system to standardize on is Honeywell system. ADT provides monitoring and it is planned that they will continue to do so.



Contractor's scope shall include connecting the new building to the existing Honeywell panel at the Carriage House location. If the existing panel needs replacing to facilitate this integration and connection with the new building, the cost of the panel and its installation will be considered a Use of Allowance and addressed during construction. Replacement of existing panel(s) is not part of the bid pricing at this time. All work required other than the replacement of any existing panels is in the base contract scope of work.

- 1. Contractor shall design and provide an automatic fire alarm system. The design and installation shall comply with California fire code, NFPA 101, NFPA 72, and any local amendments. The design shall be stamped by a professional fire protection engineer licensed in the state of California.
- 2. Submit all information required for plan review and permitting by authorities having jurisdiction, including but not limited to floor plans, riser diagrams, and description of operation:
- a. Location of all components, circuits, and raceways; mark components with identifiers used in control unit programming.
- b. Circuit layouts; number, size, and type of raceways and conductors; conduit fill calculations; spare capacity calculations; notification appliance circuit voltage drop calculations.
- List of all devices on each signaling line circuit, with spare capacity indicated.
- d. Manufacturer's detailed data sheet for each component, including wiring diagrams, installation instructions, and circuit length limitations.
- e. Description of power supplies; if secondary power is by battery include calculations demonstrating adequate battery power.
- 3. Contractor shall visit the site and determine the capacity and capabilities of the existing fire alarm control system to integrate, for monitoring and control, with the new fire alarm control panel that is part of this project construction fire alarm system.
- 4. New fire alarm system control panel shall be of the same manufacturer and series as the existing fire alarm system control panel located on campus.
- 5. Coordinate power requirements with the Electrical Contractor.
- 6. Closely coordinate device locations with lighting, ceiling registers, and technology devices located within the project area of construction.
- 7. When fire alarm devices are placed within ceiling tiles, they shall be placed in the center tile or quarter tile. Final locations shall be approved by the Architect.
- 8. Fire alarm devices shall not be painted by the contractor. Colors and coatings must be factory-applied by the manufacturer. Replace devices which have been painted in the field including accidental overspray.

9. As part of the TECHNOLOGY scope of work, the Contractor is to provide an undergroud conduit pathway between the new building and the existing building (for data). If in a useable location it is allowed to have the fire alarm design follow a similar path (i.e. shared trench) between the two buildings for the fire alarm interconnection/integration"

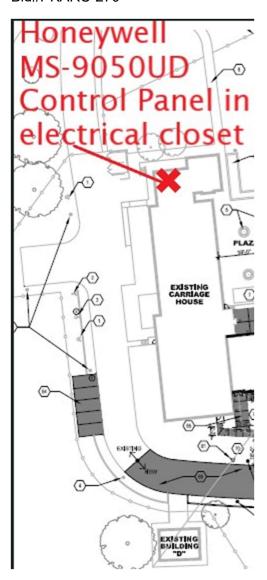
#### **SPECIFICATIONS:**

#	Specification Full Reference	Change
	None	

#### **PLANS:**

#	Plan Sheet Full Reference	Change
	None	

#### **END OF ADDENDUM 2**



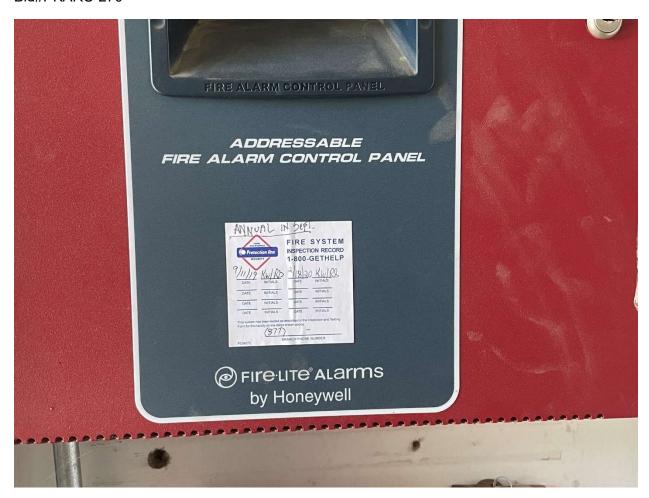
The electrical closet is on an exterior wall that will allow for access from the exterior into the closet.

## Carriage House Control Panel - Honeywell MS-9050UD













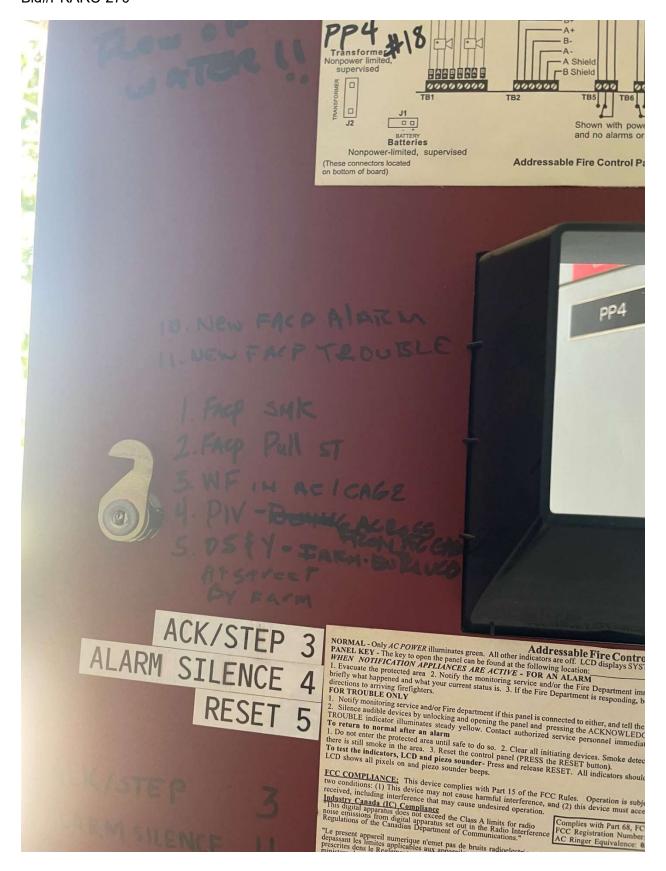


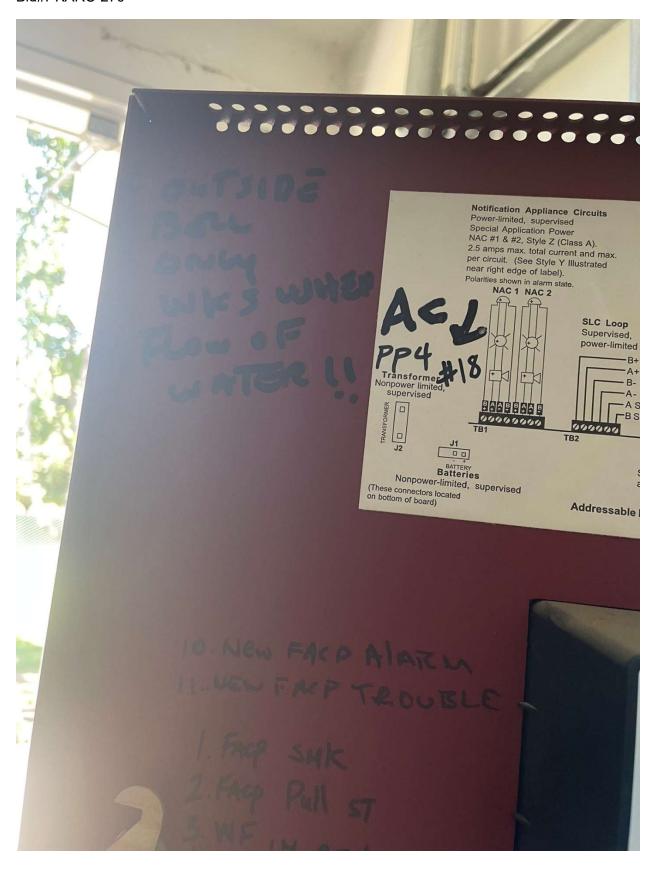


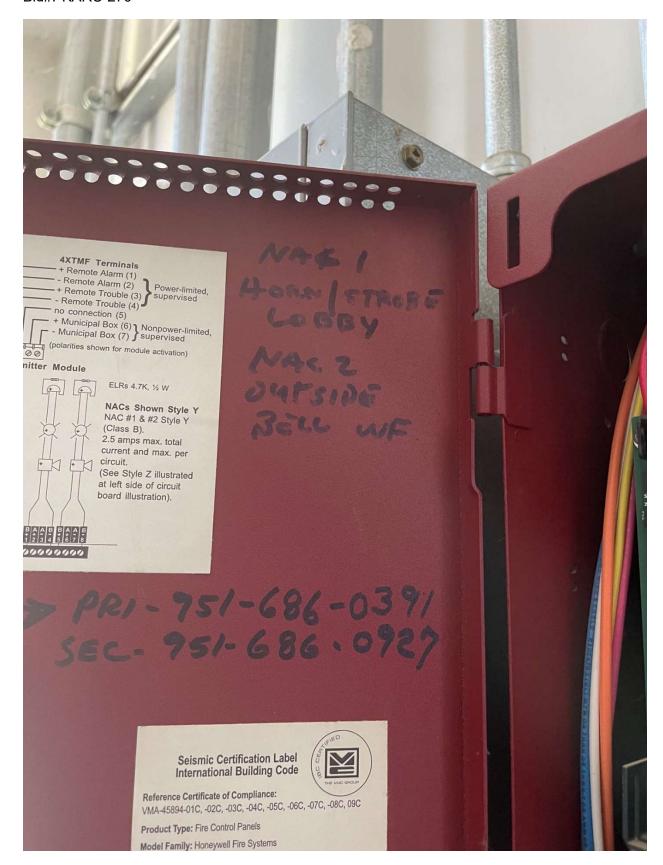


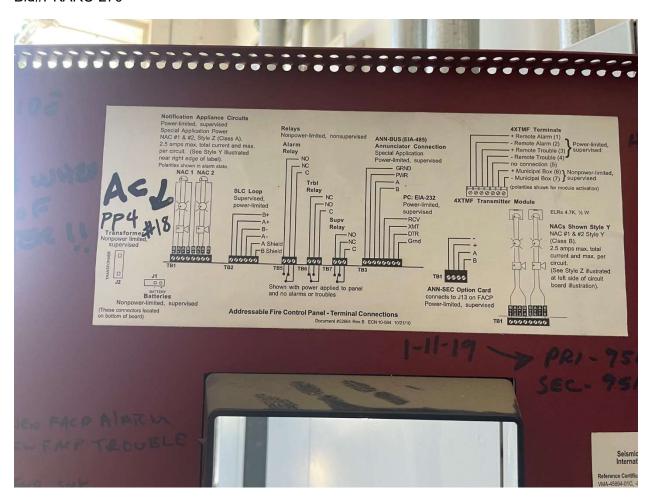


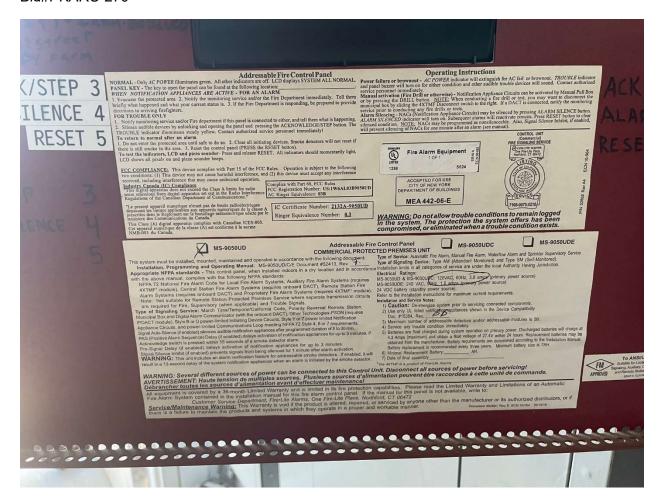


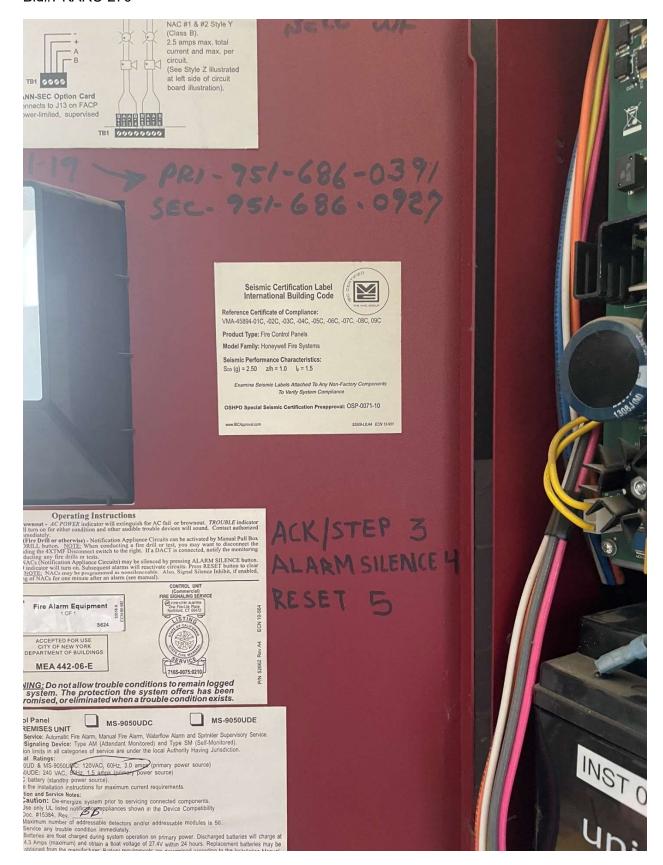


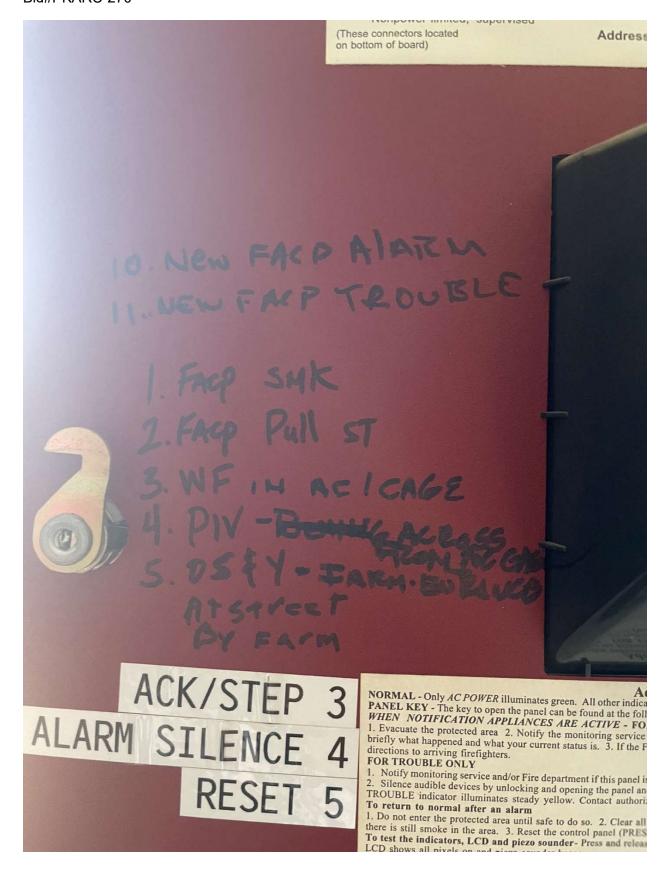


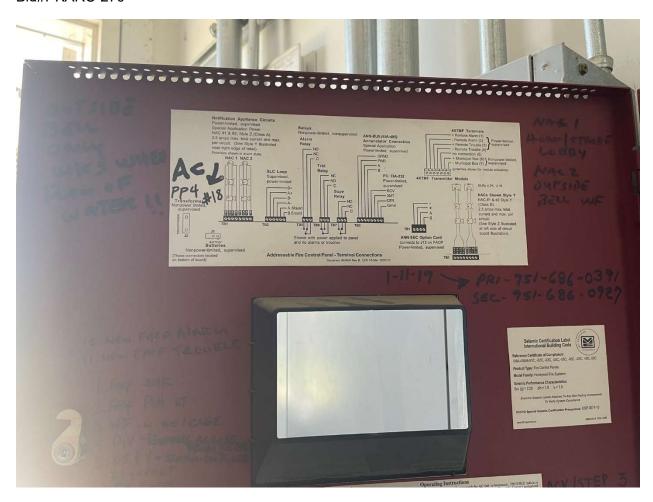
















End of photos.

#### **BID FORM - REQUIRED AT TIME OF BID**

10:	Govern	ıng	Roard (	of Rivers	side Co	unty	/ Regio	nai Pari	k and U	per	ı-Spac	e Di	Strict ("District
From:	Faris	Co	onstruc	tion Co	mpany	/							
_					(Pro	per l	Name c	f Bidde	r)				
No.: Bidder'	10000 s DIR R			No.			L# Contra	34770 ctor's C		se l		Exp:_	3/31/26
The un Invitation agrees furnish includir	dersigne on to Bio and pro all work ng, witho	ed of the poor in a foot of the poor in a fo	declares le Instru ses to fu accorda limitatio River B	s that the uctions t urnish a ance wit n, the D ottom (	o Bidde Il neces h the te rawing SARB)	ers, assary erms s an Ma	and they labor, and conditions and conditions and conditions and conditions are	Special material mate	ol Condi als, and as of the as for th cility ("I	tion equ Cor e fo Proj	s have uipmer ntract I llowing ject" o	bee  nt to  Docu  pro  or "C	en read, and perform and uments, pject:
and will include	•	in f	full payr	nent for	that W	ork '	the folk	owing to	otal lum	p su	ım am	ount	, all taxes
	<u>B/</u>	ASE	BID (I	n Dolla	rs\$ - Pl	RINT	CLEA	RLY -	1 DIGIT	<u> IN</u>	EACH	BO	<u>)X):</u>
	3	7	3	7	5	,	0	0	0	•	0		0
	: IF THE					S OF		<b>WANC</b>				N TH	nts IIS BID FORM HE BASE BID
Addit	ive Alte	<u>rna</u>	<u>te #1</u> : .					Altern per pla		ts Lo	C.02 a	nd L	.C.03, detail C
		,	6	0	0	,	0	0	0		0	(	0
range	ptions of of mater ication "	ials	and pr	ocesses									detail the full o the
The Bi	dder's B	Sase	e Bid sh	all <b>NO</b> T	' include		owanc e follow	<del></del>	ential Al	low	ance(s	s). T	he District will
add so	me or a	ll of	the foll	owing A	llowan	ce(s	) amou	nt(s) to	the suc	ces	sful bio	dder	's Contract at

the District's discretion.

#### Potential allowances are as follows:

<u>Allowance #1:</u> This allowance shall be used for, but not limited to, the following: Unforeseen or unforeseeable conditions, owner requested changes, environmental hazards, unforeseen delays, or other similar project costs.

Allowance value: \$500,000

#### **Bid Acknowledgements**

- 1. <u>Contract Review.</u> The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 2. Requests for Clarification. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 3. <u>Contract Time.</u> The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- **4.** <u>Contractual Provisions.</u> The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions, the Special Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the
    permitted charges and mark-ups on change orders and on the amount of home
    office overhead that the successful bidder can receive from the District.
  - The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
  - The "COVID-19" provisions in the Contract Documents related to the Contractor's staffing requirements and its compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain.
- 5. <u>Bid Open Period.</u> It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable as per the Bid Hold period identified in the Special Conditions.
- 6. Attachments. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Non-collusion Declaration
  - Iran Contracting Act Certification

#### 7. Bidder's License.

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under

the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

- **8.** <u>Labor Harmony.</u> The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- 9. <u>DIR Registration.</u> Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
- 10. <u>Prequalification.</u> If the Special Conditions requires prequalification of prime Bidder, the Bidder confirms that it has been prequalified by the District at a rate at or above that stated in the Invitation to Bid. In addition, If the Special Conditions requires Subcontractor prequalification, then the Bidder confirms that, if the Project has electrical, mechanical, or plumbing components that will be performed by first-tier subcontractor with the following license classifications, then those subcontractors have also been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.
- 11. <u>SWPPP QSP</u>. Bidder specifically acknowledges and understands that if it is awarded the Contract and a Stormwater Pollution Prevention Plan is included in the scope of the Project, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
- 12. General Acknowledgement. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 13. False Claims Act. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- **14.** <u>Basis of Award</u>: The Bidder acknowledges its understanding that the District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

District to Select Only One (1):	Basis of Award
X	The base bid amount only
N/A	The base bid amount plus the following alternates:  ————

District to Select Only One (1):	Basis of Award
N/A	Up to a total Project fund amount as stated during the bid opening prior to opening bids, including the additive alternates or deductive alternates needed, in the stated order, to be equal to or less than that amount:
N/A	Blind Bid: Based on a process that, when alternates are being considered, conceals the identity of bidders from the District until the bids and any alternates have been ranked and the low bid amount and scope identified.

Bid Form continues on next page.

15. Addenda Acknowledgement. Receipt and acceptance of the following addenda is hereby acknowledged:						
Addenda Numbers:	, inclusive.					
Furthermore, Bidder hereby certifies to the Distric statements made by Bidder, as set forth in this bid under penalty of perjury.						
7/10/24	Faris Construction Company					
Date (Month, Day, Year)	Proper Name of Bidder/Firm					
Durstand Imi	Richard Faris, President					
Signature	Print Name / Title					
2180 El Camino Real	S Corp					
Street Address	Type of Organization					
Oceanside, CA 92054	20-2084370949.433.69					
City, State Zip	Taxpayer's Identification Number					
949.433.6945	rfaris@farisconstruction.com					
Phone (For communication about this bid)	Email (For communication about this bid)					
760.433.4500	farisconstruction.com					
General/Main Phone	Web Page					
If Bidder is a corporation, provide the following:	Company					
Name of Corporation:Faris Construction (						
END OF DI	D FORM					

END OF BID FORM

#### BID BOND (SECURITY) - REQUIRED AT TIME OF BID

(Note: If Bidder is pro surety company form	viding a bid bond as its bid security, bidder must u \	ise this form, NOT a
The undersigned,		as Principal
("Principal");		
and	U.S. SPECIALITY INSURANCE COMPANY	as Surety ("Surety"; a
corporation organized	d and existing under and by virtue of the laws of the	e State of TEXAS
	ed to do business as a surety in the State of Califor	rnia) are held and firmly
bound unto the		
Riverside County R	egional Park and Open-Space District ("District"	) as Obligee, in the sum
of \$ 10% OF TOT	AL BID AMOUNT Dollars, lawful money of the	ne United States, for the
	he District will and truly to be made pursuant to the	
	each of us, bind ourselves, our heirs, executors, a	aministrators,
successors, and assi	gns, jointly and severally.	

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid and if the District awards the contract to the Principal and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, the Principal enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds (one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law), and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall immediately issue full payment of the sum stated above to the Obligee upon notification from the Obligee that the Principal has not taken all steps to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the

Dated: JUNE

30th

20 24

FARIS CONSTRUCTION COMPANY

Principal

Signature of Person with Authority

By (Print Name/Title):

(Affix Corporate Seal)

Month

U.S. SPECIALITY INSURANCE COMPANY

Surety

Signature of Person with Authority

By (Print Name/Title): Bart Stewart, Attorney-in-Fact

(Affix Corporate Seal)

Dirk DeGraw

2727 Camino Del Rio, Ste. 250, San Diego, CA 92108

Name of California Agent of Surety

Address of California Agent of Surety

CA Agent Surety Phone: (619) 702-8368

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF BID BOND



#### **POWER OF ATTORNEY**

## AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**BART STEWART** 

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY
State of California
County of Los Angeles  Daniel P. Aguilar, Vice President
Augustum Aug
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
On this 18 <sup>th</sup> day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  SONIA J. CARELO Natary Public - California Los Angelos County
Signature — Commission # 2392710  Ay Comm. Expres Apr 23, 2016
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of June, 2024
Corporate Seals Bond No. N/A    Corporate Seals   Corporate Seals
Agency No. 10541 - PDF POA Kio Lo, Assistant Secretary

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
	ficate verifies only the identity of the individual who signed the t the truthfulness, accuracy, or validity of that document.
State of California	)
County ofSan Diego	)
	S. L. Holcomb , Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Bart Stewart
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	ry evidence to be the person(s) whose name(s) is/are by ledged to me that he/she/they executed the same in 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.
S. L. HOLCOMB COMM. # 2478125 NOTARY PUBLIC * CALIFORNIA SAN DIEGO COUNTY Comm. Exp. JAN. 1, 2028	Signature Signature of Notary Public
Place Notary Seal Above	DETIONAL
Though this section is optional, completing th	OPTIONAL  is 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 Ti	nan 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 ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	<ul><li>☐ Individual</li><li>☐ Attorney in Fact</li><li>☐ Guardian or Conservator</li></ul>
Other:Signer Is Representing:	Other:
oigner is nepresenting.	Signer Is Representing:

#### **DESIGNATED SUBCONTRACTORS LIST - REQUIRED AT TIME OF BID**

Santa Ana River Bottom (SARB) Maintenance Facility ("Project" or "Contract")

**Listed.** Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.

**CSLB Number.** Bidder must provide the Contactor State License Board number ("**CSLB No**.") for all listed subcontractors.

**DIR Number.** Bidder must provide the Department of Industrial Relations registration number ("**DIR No.**") for all listed subcontractors.

**Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.

**No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.

**Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees that it is qualified to perform that scope of Work and will perform that scope of Work, or be subjected to penalty under applicable law.

**Alternate Work.** 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 (1/2 of 1%) of Bidder's total Bid, including alternates.

**Prequalification.** If the Project requires prequalification of subcontractors performing electrical, mechanical, or plumbing components under the following license classification(s) – See Special Conditions, then each of those subcontractors must also have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

**DVBEs.** Bidder must indicate which, if any, of its subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

Bidders may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. according to the rules of the Department of Industrial Relations and no later than SEVEN (7) calendar days after the bid date.

**Additional Sheets.** If further space is required for the list of proposed subcontractors, the Subcontractor Listing Chart page may be copied as many times as necessary and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

7/10/24

**Faris Construction Company** 

Date (Month, Day, Year)

Proper Name of Bidder/Firm

Richard Faris, President

**Print Name / Title** 

Santa Ana River Bottom (SARB) Maintenance Facility
--

#### PKARC-270

## Designated Subcontractor List Chart - (Copy as needed to provide a complete list)

Proper Name of Bidder:

Portion of Work	DV BE X	Subcontractor Name (%DVBE if Appl.)	City/State	CA License #	DIR Reg #
Hard Demolition	X	Flat & Vertical	Buena Park, CA	434023	1000008254
Site Clearing & Earthwork Site Utilities		JRN Enterprises	Rancho Cucamonga, CA	357442	1000013685
Site Concrete Place & Finish		Ray White Cement	Fallbrook, CA	410673	1000003603
Metal Fencing		Whitmore Steel	Spring Valley, CA	712746	1000010827
Landscaping		Marina Landscaping	Orange, CA	492862	100000079
Rebar		Quality Rebar	Poway, CA	818593	100000745

Santa Ana River Bottom	(SARB)	) Maintenance	Facility
------------------------	--------	---------------	----------

#### PKARC-270

## Designated Subcontractor List Chart - (Copy as needed to provide a complete list)

Proper Name of Bidder:

Portion of Work	DV BE X	Subcontractor Name (%DVBE if Appl.)	City/State	CA License #	DIR Reg #
Masonry		Masonry Solutions	Riverside, CA	648103	1000548424
Insulation		Coast Insulation	Corona, CA	465440	1000058697
Roofing & Sheet Metal		Superior Roofing	San marcos, CA	669231	1000002038
Doors, Frames & Hardware Glass		Red Door Hardware	Alta Loma, CA	1022295	1000832069
Drywall		StS Precision Drywall	Riverside, CA	982674	1000718168
Tile		J. Colavin Tile	Los Angeles, CA	260803	1000001458

Santa Ana River Bottom	(SARB)	) Maintenance	Facility
------------------------	--------	---------------	----------

#### PKARC-270

## Designated Subcontractor List Chart - (Copy as needed to provide a complete list)

Proper Name of Bidder:

Portion of Work	DV BE X	Subcontractor Name (%DVBE if Appl.)	City/State	CA License #	DIR Reg #
Acoustical		Western Interiors	Escondido, CA	1031637	1000722907
Concrete Polishing		2S2G Contracting	Rancho Cucamonga, CA	940545	1000001957
Painting		Streamline Painting	Moreno Valley, CA	799584	1000001540
Plumbing		Fairchild Plumbing	Ontario, CA	605705	1000003485
HVAC		Daniels Heating	Loma Linda, CA	610726	1000019282
Electrical		Creo Electric	Tustin, CA	682561	1000020483
-					

#### NON-COLLUSION DECLARATION - REQUIRED AT TIME OF BID

Public Contract Code § 7106

The undersigned declares: I am the	President	
The undersigned deciares. Full the	Print your Title	
of	Faris Construction Company	
U.	Print Firm Name, the party making the foregoing bid.	

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

7/10/24	Faris Construction Company
Date (Month, Day, Year)	Proper Name of Bidder/Firm
Mann Ind	Richard Faris, President
Signed	Print Name / Title
	Oceanside, CA
	City/State

**END OF NONCOLLUSION DECLARATON** 

# IRAN CONTRACTING ACT CERTIFICATION - REQUIRED AT TIME OF BID Public Contract Code § 2204

Santa Ana River Bottom (SARB) Maintenance Facility ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder **MUST CHECK ONLY ONE** of the following three options.

□ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

□ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is attached to this certification and provided with this Bid.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

7/10/24 Faris Construction Company

Date (Month, Day, Year) Proper Name of Bidder/Firm

Richard Faris, President

Signed Print Name / Title

**END OF CERTIFICATION** 

Click or tap here to enter text.