

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:
Riverside County Economic Development Agency
44-199 Monroe Street, Suite B
Indio, CA 92201
Telephone: (760) 863-2552
Return bid to address above:

Request for Quotation #FMARC-233

Bid Issue Date: 11/04/2014
Job Walk Date: 11/21/2014
Bid Closing Date: 12/12/2014
on or before 1:30 P.M. Pacific Time

**PUBLIC WORKS
NOTICE INVITING BIDS**

1.0 The COUNTY OF RIVERSIDE, herein called County, invites sealed quotations for: **Riverside County Fairgrounds ADA Improvements - Concert Pavilion Project**

1.1 The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to construct a new cast in place concrete slab and pathways in the Concert Pavilion area to provide improved ADA accessibility to the facility. Work includes but not limited to the following: removal of existing turf, removal of a portion of existing concrete pathway, preparation and compaction of soil, cast-in-place concrete work, concrete form work, concrete reinforcing and concrete finishing in strict accordance with the details listed in Appendix A, the stamped drawing set, and accompanied by the specifications packet (noted as separate documents, each downloaded on the County of Riverside Purchasing webpage at www.purchasing.co.riverside.ca.us) and all items discussed at the mandatory bidders conference.

SITE: Riverside County Fair and National Date Festival
82-503 Highway 111
Indio, CA. 92211

ESTIMATED PROJECT COST: \$ 50,000.00

ITEMS BELOW APPLY TO ALL QUOTATIONS IN RESPONSE TO THIS BID

2.0 **QUOTATIONS** - Each quotation shall be in accordance with the approved drawings and specifications prepared by Holt Architecture. The terms and conditions checked on page 3 may be obtained from Riverside County Purchasing & Fleet Service's website, free of charge at www.purchasing.co.riverside.ca.us

3.0 **TIME LINES**

1. Release of Request for Quotation	Date: <u>November 7, 2014</u>
2. Drawings: Additional documents; Drawing #'s: AS-100 (1page), Exhibits A through F (22 pages) (noted as separate documents, each downloaded on the County of Riverside Economic Development Agency webpage at www.rivcoeda.org)	
3. Mandatory Bidders Conference: Attendees that are later than 5 minutes will not be accepted. Bids will not be accepted by bidders that did not attend the Mandatory conference; the County will reject the submissions. No exceptions.	Date: <u>November 21, 2014</u> Time: <u>10:00 a.m. (PST)</u> Location: Indio Fairgrounds, 82-503 Highway 111, Indio, CA 92211 <i>(meet at the Concert Pavilion-access is through Gate 9 on Oasis Street, south of Highway 111)</i>
4. Deadline for Submission of Questions: Email Anna Rodriguez at arodriguez@rivcoeda.org (E-mail preferred) or Fax: 760-863-2551 <i>It is the responsibility of the Bidder to confirm transmission of correspondence.</i>	Date: <u>December 1, 2014</u> Time: No later than <u>10:00 a.m. (PST)</u> Must be in the form of an Email (E-mail preferred) or Fax
5. Deadline for Quotations:	Date: <u>December 12, 2014</u> on or before 1:30 PM Pacific time
6. Contractor License Type Required:	B General Building or C-8 Concrete: Issued by the State of California. Contractor shall obtain, maintain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum.

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NOTICE INVITING BIDS

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

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

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

6.0 LIQUIDATED DAMAGES - It is agreed by the parties to the contract that time is of the essence and that the contractor shall be responsible to acknowledge and demonstrate the removal of equipment and materials on Friday of the work week. In the event complete delivery or removal is not made within the time or times set forth pursuant to this specification, damage will be sustained by the County and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the County, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **\$0.00** per calendar day, for each and every calendar day the delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

7.0 QUOTE SUBMITTAL - All quotes must be submitted on the four (4) page Contractor's quote form including completed Designation of Subcontractors, Non-Collusion Affidavit, and a Bid Guarantee pages. Quotes received without these completed pages and Bid Guarantee bond or check will be rejected as non-responsive. Signed copies of each quote shall be sealed in an envelope labeled with the RFQ number, title of bid, and opening date and time. The bid response shall be delivered to Purchasing and Fleet Services at the address noted on page 2 on or before 1:30 p.m. on the closing date listed above. The RFQ number, title, and closing date and time shall appear on the bid cover sheet. Under no circumstances will a quote be accepted after the exact closing date and time. The County is not responsible for late or lost mail, or erroneous errors.

Contact with County personnel, other than the Procurement Contract Specialist identified in this RFQ, regarding this procurement may result in disqualification of your bid submittal.

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BID QUOTES SHALL BE RETURNED TO:
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
44-199 Monroe Street, Suite B
Indio, CA 92201

**ALL INSURANCES AND BONDS MUST BE FROM CALIFORNIA ADMITTED COMPANIES
BID QUOTES WILL BE PUBLICLY OPENED AT THE CLOSING DATE AND TIME INDICATED ABOVE
AND NO QUOTES WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME.**

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

<input checked="" type="checkbox"/> APPENDIX "A"	<input checked="" type="checkbox"/> PLANS/DRAWINGS	<input type="checkbox"/> SAMPLES	<input checked="" type="checkbox"/> EXHIBITS
<input checked="" type="checkbox"/> INSTRUCTIONS TO BIDDERS	<input checked="" type="checkbox"/> CONTRACTOR'S QUOTE FORM	<input checked="" type="checkbox"/> BID BOND FORM	<input checked="" type="checkbox"/> PAYMENT BOND FORM
<input checked="" type="checkbox"/> PERFORMANCE BOND FORM	<input checked="" type="checkbox"/> AGREEMENT FORM	<input checked="" type="checkbox"/> *116-222- GENERAL CONDITIONS/PUBLIC WORK	
<input checked="" type="checkbox"/> SPECIAL FEDERAL PROVISIONS	<input checked="" type="checkbox"/> ADDITIONAL FEDERAL REQUIREMENTS		

OTHER TERMS AND CONDITIONS The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor Registration/Bidding Opportunities.

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INSTRUCTIONS TO BIDDERS

- I. **VENDOR REGISTRATION** – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us and PublicPurchase.com with all current Contractor information, to be registered on the County's database. This shall include the W-9 and IRS 147C forms as instructed on web sites.
- II. **PRICES/NOTATIONS** - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately. Signature must be of authorized representative/agent of bidding company.
- III. **FORMAT** - The quote must be made on the attached Contractor's Quote Form, filled out completely, dated and signed by the bidder or duly authorized representative/agent in accordance with the directions on the quote form. Each quote shall include a complete list of the Sub-Contractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4108, inclusive.
- IV. **PRICING/TERMS/TAX** - Prices shall be firm for 60 calendar days after the closing date. All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 30 days should be considered net) including applicable tax, permits, and licenses. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- V. **COUNTY'S RESERVATION OF RIGHTS** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality or informalities in a bid or in the bidding, and to make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- VI. **WITHDRAWAL OF SUBMITTAL** - A quote may be withdrawn only prior to the closing date and time. Withdrawal of a quote must be made in person by the bidder or someone authorized by him or her in writing. Proof of identification will be required for quote withdrawal. No bidder may withdraw his or her bid for a period of sixty (60) days after the time set for opening thereof.
- VII. **DRAWINGS AND SPECIFICATIONS** - All drawings and specifications, herein enclosed, become part of the bid documents. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time, (see Page 1 of "Public Works Notice Inviting Bid" Section 3.0 Timeline, Item 2 Drawings) for details.

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INSTRUCTIONS TO BIDDERS

- VIII. INTERPRETATION OF THE BID DOCUMENTS** - Discrepancies in and omissions from the plans, specifications or other bid documents or questions as to their meaning shall, at once, be brought to the attention of the County. Any interpretation of the documents will be made only by written addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The County will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the bid documentation specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the County.
- IX. ADDENDA TO THE DOCUMENTS** - The County reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving quotes. A copy of all such addenda will be made available by the County. The number and date of each addendum shall be listed on the Contractor's quote in the space provided.
- X. BIDDER'S CHECK OR BOND** - Each quote must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the County, drawn in favor of the County in an amount not less than ten percent (10%) of the total quote. This check or bond shall be given as guarantee that the bidder, if awarded the bid, will execute and deliver the Contract documents and the required Payment and Performance Bonds in accordance with his quote accepted by the County. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such proposal, bond or check shall be held subject to payment to the County of the difference in money between the amount of the bidder's quote and the amount for which the County may legally contract with another party to perform the said work, together with the costs to the County of redrafting, redrawing, and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the County, as set forth on the Contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph VII., above, and to the successful bidder upon execution of the bid documents. No bonds will be accepted unless submitted on the form supplied by the County.
- XI. AWARD OF CONTRACT** - The bid documents shall be awarded upon issuance of a purchase order including the bid documents.
- XII. ADDITIONAL INFORMATION** - The County reserves the right to require of a bidder, information regarding financial responsibility or such other information as the County determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted, all references to an architect shall be deemed to refer to the County where no architect has been employed by the County.
- XIII. PROMPT ACTION BY THE CONTRACTOR** - After award by the County and within four (4) days after the Agreement Forms are presented to the Contractor for signing, the Contractor shall return to the County the signed agreements, along with all necessary bonds.

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CONTRACTOR'S QUOTE

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The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting bids, the Instructions to Bidders, the Agreement form, the Bond Forms, the General Conditions and the Supplementary General Conditions for this RFQ hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the project as outlined in this RFQ in strict conformity with the plans and specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

COST SUMMARY

LABOR \$ _____
MATERIALS \$ _____
ALL OTHERS \$ _____

BASE BID - The undersigned proposes to perform all work of said project for the sum of \$ _____

Sum quoted includes all applicable taxes, permits, licenses, insurance and bond costs, if any, and all other costs incidental to the resultant contract.

PAYMENT TERMS:	Method	Lump Sum at Completion
(Prompt Pay Discount)	_____	Progress Payments

EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS REQUEST FOR QUOTATION AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.

Prior to issuance of an order, a Certificate of Liability Insurance, including Endorsements, Waiver of Subrogation and required bonds must be on file with the County Purchasing Office. Bidder agrees to commence work within **five (5)** calendar days after receipt of purchase order and will complete work within **Thirty (30)** calendar days thereafter.

Company: _____

Address: _____ City: _____ State: _____ Zip: _____

I hereby swear under penalty that the information provided is true and correct.

Print name: _____ Signed by: _____ Date: _____

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CONTRACTOR'S QUOTE

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AWARD OF BID

The undersigned fully understands that a contract is formed upon the acceptance of this quote by the County and the undersigned further agrees that upon request he or she will promptly execute and deliver to County a written memorial of the contract together with the required Payment and Performance Bonds.

BID GUARANTEE

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

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

Telephone No.: _____ Email: _____

Contractor's License No.: _____ Classification: _____ Expires: _____

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

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AGREEMENT FORM

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THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between _____, hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete contract includes all of the Contract documents, to wit: The Notice Inviting Bids, Instructions to Bidders, Contractor's Quote, Wage Schedule according to the State of California, Payment and Performance Bonds, Plans and Specifications plus any Addenda thereto, Special Federal Provisions, Additional Federal Requirements, General Conditions, including all terms and conditions to the Agreement. All Contract documents are intended to cooperate and become complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials necessary for site work modifications and construction of a cast-in-place concrete slab and pathways in strict accordance with the plans and specifications as prepared by Holt Architecture, including addenda thereto as listed in the Contractor's Quote, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **Thirty (30) calendar days** from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____
\$(_____) being the total of the base bid plus the following alternatives:

Addendum No's _____

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract".

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AGREEMENT FORM

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Contractor and Owner do hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570], and is therefore, subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010). Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA

Modification Number:

Date:

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

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AGREEMENT FORM
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Type of Contractor's organization: _____

If other than individual or Corporation, list names of all members who have authority to bind firm:

IF OTHER THAN CORPORATION EXECUTE HERE:

Firm Name:				
Address:				
Contractor's License No.				
Signature:				
Title:				

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

Name of President of Corporation:				
Name of Secretary of Corporation:				
Corporation organized under the laws of the State of				
Firm Name:				
Address:				
Contractor's License No.				
Signature:				
Title:				

DO NOT COMPLETE BELOW THIS LINE

Attest:

Authorized Signature (County)

(Official Title)

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BID BOND

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KNOWN TO ALL PERSONS BY THESE PRESENTS, that we the undersigned _____, as Principals; and _____, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "County," in the sum of _____ Dollars (\$ _____) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its quote for site work modifications and construction of a cast-in-place concrete slab and pathways in strict accordance with the plans and specifications as prepared by Holt Architecture.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said quote and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the County as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bid; and said Surety does hereby waive notice of any such extension.

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BID BOND

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this _____ day of _____, 2014, the name and corporate seal of each corporate party being hereto affixed and those present dully signed by its undersigned representative, pursuant to authority of its governing body.

(Firm Name – Principal)		
(Business Address)		Affix Seal if Corporation
(Original Signature)		
By		
(Title)		

=====

(Corporation Name – Surety)		
(Business Address)		Affix Corporate Seal
(Original Signature)		
By		
ATTORNEY-IN-FACT		
(Title – Attach Power of Attorney)		

=====

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PAYMENT BOND

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(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____, as principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____ Between Principal and County of Riverside, a public entity, as County, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM. Said Contract is for public work generally consisting to provide site work modifications and construction of a cast-in-place concrete slab and pathways. The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Sections 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and Sealed this _____ Day of _____, 2014

(Firm Name – Principal)		
(Business Address)		Affix Seal if Corporation
(Signature – Attach Notary’s Acknowledgment)		
By		
	(Title)	

(Corporation Name – Surety)		
(Business Address)		Affix Corporate Seal
By		
	(Original Signature)	
ATTORNEY-IN-FACT		
	(Title – Attach Power of Attorney)	

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (for projects Over \$25,000)**

Bid Submission Address:

Riverside County Economic Development Agency
44-199 Monroe Street, Suite B
Indio, CA 92201
Telephone: (760) 863-2552
Return bid to address above:

Request for Quotation #FMARC-233

Bid Issue Date: 11/04/2014
Job Walk Date: 11/21/2014
Bid Closing Date: 12/12/2014
on or before 1:30 P.M. Pacific Time

PERFORMANCE BOND

Page 1 of 1

The makers of this Bond, as Principal and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the County, in the sum of _____

_____ Dollars \$(_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firm by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the County, dated: _____ for: _____. Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2014

(Firm Name – Principal)		
(Business Address)		Affix Seal if Corporation
(Signature – Attach Notary's Acknowledgment)		
By		
	(Title)	

(Corporation Name – Surety)		
(Business Address)		Affix Corporate Seal
By		
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APPENDIX A

**Riverside County Fair and National Date Festival
82-503 Highway 111, Indio, CA**

1. **SCOPE OF WORK:** The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to for site work modifications and construction of a cast-in-place concrete slab and pathways in strict accordance with the plans and specifications as prepared by Holt Architecture, and the details listed in Appendix A and stamped approved drawings. Work includes but not limited the following;

- a. Demolition of existing concrete pathway as shown on plan page AS-100
- b. Removal of existing turf at the location of the new cast-in-place concrete slab and pathways
- c. Construction of a cast-in-place concrete slab and pathways as shown on plan page AS-100
- d. Grading and soil compaction at reconfigured site areas for cast-in-place concrete slab and pathways

Notes:

- Certified Payroll is required on this project. See Form 116-222 Public Works General Conditions.

2. **QUALITY ASSURANCE:**

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- c. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- d. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

3. **SCHEDULING:**

- a. Work to be performed during regular business hours, Monday – Friday 7:30 AM to 4:00 PM.
- b. The awarded Contractor is to provide the onsite County Project Manager with daily schedule of activities so that the necessary arrangements and precautions can be made with the fairgrounds staff.
- c. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractors, the County Project Manager, and Inspector of Record will be necessary to expedite the work with the least amount of interference or delay.
- d. Upon Notice to Proceed, the project shall be completed within thirty (30) calendar days, unless otherwise specified in writing and accepted by the County Project Manager.

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4. SAFETY AND SPECIAL REQUIREMENTS:

- a. Parking, staging or storage area for materials will be coordinated with the Project manager and fairgrounds personnel.

5. CLEAN-UP:

- a. The work area shall be kept clean at all times during construction. All cutting, dust, and other debris shall be removed periodically during the workday so as not to be tracked into other areas of adjacent buildings or create a hazard to foot traffic or vehicular traffic. At the end of the workday all unused materials shall be stacked in a neat and orderly manner and located in an area designated by the County Project Manager out of the path of others, unless otherwise specified in writing. The County Project Manager can at any time stop the job for any condition that he/ she may deem unsafe.
- b. The County of Riverside dumpster(s) shall not be used by the Contractor. Contractors shall supply their own dumpster(s) and lawfully transport all trash and debris generated by the project off the County Riverside property to an appropriate dumpsite.

6. WARRANTIES:

- a. All warranty work shall be completed within two (2) weeks of written notice by the County.
- b. Workmanship: A one-year unconditional warranty shall be in effect from the contractor.

7. INSURANCE:

7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

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C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the

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performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

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

E. Hold Harmless/Indemnification

1) CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

2) With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

3) CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

4) The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

5) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

8. PRE-CONSTRUCTION MEETING:

A mandatory pre-construction meeting will be held with the project manager, Anna Rodriguez, Riverside County Economic Development Agency prior to commencement of any construction activity.