

REDEVELOPMENT AGENCY for the  
County of Riverside  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501  
(951) 955-0169 FAX (951) 955-4890



**Bid Issue Date:** March 23, 2011  
**CLOSING DATE:** April 14, 2011  
**TIME:** 4:00 pm

## EDA REDEVELOPMENT/FAÇADE - NOTICE INVITING BIDS

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The Redevelopment Agency for the County of Riverside, herein called Agency, invites sealed proposals for the **New Beginning Baptist Façade Project**. The Contractor shall furnish all parts, labor, materials, tools, rentals, equipment, disposal, transportation and supervision necessary to provide and install wrought iron (w/pilaster columns) fencing system complete with gate(s), landscape irrigation, monument sign, repair and prep exterior building and windows per the scope of work outlined on the construction drawings dated & approved on 03-02-2011. All work performed in strict accordance with Appendix A, the Drawings (Plans and Specifications) available from Mission Reprographics\*.

**Project Site:** New Beginning Baptist Church, 5970 Limonite Ave, Riverside, CA 92509

**Estimate Project Cost:** \$80,000

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### ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

**PROPOSALS:** Each proposal shall be in strict accordance with the Plans and Specifications package prepared by Broeske Architects & Associates. **The Plans and Specifications can ONLY be obtained for a fee, from \*Mission Reprographics located at 2050 East La Cadena Drive, Riverside, CA 92507, Contact: Mario Silva (951) 686-8828.** The Architect will be available at the Bidder's Conference.

**BIDDER'S CONFERENCE:** A Mandatory Bidder's Conference shall be held on **Thursday March 31, 2011 at 9:00 a.m.** and located at the project site, **5970 Limonite Ave, Riverside, CA 92509.**

Attendance at this pre-bidder's conference is **Mandatory**. Bids from those not in attendance at the mandatory conference will be rejected by the County. No exceptions.

**CONTRACTOR LICENSE TYPE REQUIRED:** General Building Contractor "B" License

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### THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFB

- |                                   |                                   |                    |
|-----------------------------------|-----------------------------------|--------------------|
| -INSTRUCTIONS TO BIDDER           | -CONTRACTOR'S PROPOSAL FORM       | -PAYMENT BOND FORM |
| - PERFORMANCE BOND FORM           | -DRAWINGS, PLANS & SPECIFICATIONS | -AGREEMENT FORM    |
| -*GENERAL CONDITIONS/PUBLIC WORKS | -APPENDIX A                       |                    |

(\*General Conditions can be obtained by contacting Laura Ballesteros.)

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## **NOTICE INVITING BIDS**

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**QUESTIONS** – All questions regarding the bidding process shall be directed in writing to Riverside County Redevelopment Agency: Attn: Laura Ballesteros; Phone: 951-955-9619; E-mail: [LBALLESTEROS@rivcoeda.org](mailto:LBALLESTEROS@rivcoeda.org) Fax: 951-955-4890

**Contact with other persons regarding this RFB may result in disqualification of your submittal.**

**PROPOSAL SUBMITTAL** – All proposals must be submitted on the seven (7) page Contractor's Proposal form including completed Proposal Breakdown, Alternate/Deducts, Designation of Subcontractors, Non-Collusion Affidavit. Proposals received without these completed pages will be rejected as non-responsive.

**ALL INSURANCES AND BONDS MUST BE FROM CALIFORNIA ADMITTED COMPANIES.  
BID PROPOSALS WILL BE NOT PUBLICLY OPENED.  
NO BID PROPOSAL WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME.**

**PROPOSALS SHALL BE RETURNED TO THE FOLLOWING OFFICE, PRIOR TO THE CLOSING DATE:**

**Riverside County Redevelopment Agency  
3403 10<sup>th</sup> Street, Suite 400  
Riverside, CA 92501**

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## **INSTRUCTIONS TO BIDDERS**

- 1. PRICE/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.
- 2. FORMAT** – The proposal must be made on the attached Contractor's Proposal Form, filled out completely, dated and signed by the bidder or duly authorized agent in accordance with directions on the proposal form. Each proposal 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.
- 3. 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 Agency pays California Sales Tax and is exempt from Federal excise tax.
- 4. 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.
- 5. AGENCY'S RESERVATION OF RIGHTS** – The Agency 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 Agency to be most advantageous to the Agency. The Agency recognizes that prices are only one of several criteria to be used in judging an offer and the Agency is not legally bound to accept the lowest offer.
- 6. SUBMITTAL OF THE PROPOSAL** – Signed copies of each proposal shall be sealed in an envelope labeled with the Project Title, and closing date and time. The bid response shall be delivered to the Redevelopment Agency at the address above. Under no circumstances will a proposal be accepted after the exact closing date and time. The Agency is not responsible for late or lost mail.



7. **WITHDRAWAL OF SUBMITTAL** - A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him/her in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.
8. **DRAWINGS AND SPECIFICATIONS** - All drawings, herein enclosed, become part of the bid documents.
9. **INTERPRETATION OF THE DOCUMENTS** - Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Agency. Any interpretation of the documents will be made only by 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 Agency will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the 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 Agency.
10. **ADDENDA TO THE DOCUMENTS** - The Agency reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.
11. **INSURANCE REQUIREMENTS** – The selected contractor will be required to maintain the insurance as follows:
- a) **WORKERS' COMPENSATION INSURANCE** - Contractor shall secure 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. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the County of *Riverside* Pursuant to Section 3700 of the Labor Code of the State of California, Contractor shall file with the Agency before commencing the Work the following signed certification "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Contract."
  - b) **COMMERCIAL GENERAL LIABILITY** - Commercial General Liability insurance coverage, including but not limited to: premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury; which may arise from or out of CONTRACTOR'S operations, use, and management of the premises or the performance of its obligations hereunder. Policy shall name the County, the Agency, their Directors, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the County of Riverside. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. 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 also contain coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.
  - c) **VEHICLE LIABILITY** - If CONTRACTOR'S vehicles or licensed mobile equipment are used on County and or Agency property, or used in any manner on behalf of the Agency, CONTRACTOR shall maintain auto liability insurance for all owned, non-owned and hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 in the aggregate. Policy shall name the County of Riverside, Agency, their Directors Officers, Special Districts, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the County of Riverside.



- d) **PROPERTY (PHYSICAL DAMAGE)** - All-Risk property insurance coverage for the full replacement value of all CONTRACTOR'S equipment, improvements/alterations, temporary structures, and systems (Care, Custody, and Control of CONTRACTOR) used on COUNTY and or Agency property, or used in any way connected with the accomplishment of the Work performed in this contract.
- e). **GENERAL INURANCE PROVISIONS - All lines:**
1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.
  2. CONTRACTOR shall cause its insurance carrier(s) to furnish the Redevelopment Agency for the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so 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. The County of Riverside, the Redevelopment Agency for the County of Riverside, their Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the Redevelopment Agency for the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the Redevelopment Agency for 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 coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not take possession, or use the premises, or commence operations under this Agreement until the Redevelopment Agency for the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.**
  3. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the COUNTY'S and or AGENCY'S insurance and or deductibles and or self-insured retentions or self-insured programs shall not be construed as contributory.
  4. The Redevelopment Agency for the County of Riverside's Reserved Rights-Insurance. The Redevelopment Agency for the County of Riverside reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR becomes inadequate.
  5. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.
12. **AWARD OF CONTRACT** - The Contract shall be awarded upon written notification from the Agency and a fully executed contract between Agency and Contractor.



- 13. ADDITIONAL INFORMATION** - The Agency reserves the right to require of a bidder information regarding financial responsibility or such other information as the Agency 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 Agency where no architect has been employed by the Agency
- 14. ARCHITECT** - Reference to the word "Architect" throughout these specifications shall mean Broeske Architect.
- 15. INDEMNITY AND HOLD HARMLESS** -
- a. CONTRACTOR agrees to and shall indemnify and hold the County and Agency, their officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the COUNTY and or AGENCY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY and or AGENCY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees the COUNTY and or AGENCY-its Directors and Officers, Specials Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.
  - b. If any such claim, action, or proceeding is brought against County and or Agency, or County's officers, agents, employees, or independent contractors, CONTRACTOR, upon notice from Agency, shall defend the same at Contractor's expense by counsel satisfactory to Agency.
  - c. Agency shall promptly notify Contractor of any claim, action, or proceeding against County and or Agency, or County's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. County and or Agency shall cooperate fully in the defense of such claim, action, or proceeding.
  - d. Neither the County nor the Agency shall be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the Agency.
- 16. PREVAILING WAGES** – Pursuant to the labor code, the governing board of the Agency has obtained from the director of the Department of Industrial Relations, State of California, his 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 Agency, and which will be made available to any interested person upon request.  
**For prevailing wage rates, refer to <http://www.dir.ca.gov/DLSR/PWD/>,** The contractor is required to deliver & attached certified payroll with each invoice to the Project Manager.
- 17. 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 complete the work within the time frame specified herein, in the event completion is not made within the time or times set forth pursuant to this specification, damage will be sustained by the Agency and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Agency will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the Agency, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$100 per calendar day for each and every calendar day's 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 Agency, the Agency shall deduct the amount thereof from any moneys due or that may become due the contractor under the contract.

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**Bid Issue Date:** March 23, 2011  
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## **CONTRACTOR'S PROPOSAL (page 1 of 7)**

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting Bids, the Instructions to Bidders, the General Conditions and the Supplementary General Conditions for this RFB 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 RFB 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: \_\_\_\_\_

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**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 and required Payment and Performance Bonds must be on file with the County Redevelopment Agency. Bidder agrees to commence work within \_\_\_\_\_ calendar days after receipt of purchase order and will complete work within \_\_\_\_\_ calendar days thereafter.

Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**THE DECISION TO AWARD THE CONTRACT WILL BE DETERMINED BY THE BASE BID.**

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**CONTRACTOR'S PROPOSAL (page 2 of 7)**

**PROPOSAL BREAKDOWN**

**Line Item Costs:**

<b>Item:</b>	<b>Description:</b>	<b>Total:</b>
	Profit and Overhead	
	General Condition	
	Field Engineering	
	Demolition	
	Clean Up	
	Site Concrete Work	
	Wrought Iron Fence and Gates	
	Landscape and Irrigation	
	Cast-In-Place Concrete	
	Reinforced Unit Masonry	
	Rough Carpentry	
	Finish Carpentry	
	Flashing and Sheet Metal	
	Lath and Plaster	
	Painting and Wall Covering	
	Paint	
	Signage-Monument	
	Plumbing-Irrigation	
	Electrical Work-Irrigation or Lighting	
	Decomposed granite at walkway	
	Other	
<b>BASE BID TOTAL</b>		<b>\$</b>

**THE DECISION TO AWARD THE CONTRACT WILL BE DETERMINED BY THE BASE BID.**

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 cost incidental to the resultant contract.

PAYMENT TERMS: \_\_\_\_\_  
 (Prompt Pay Discount)

Method: \_\_\_\_\_ Lump Sum at Completion  
 \_\_\_\_\_ Progress Payments



**CONTRACTOR'S PROPOSAL (page 3 of 7)**

**ALTERNATES/DEDUCTS**

**TOTAL BASE BID AMOUNT** \$ \_\_\_\_\_

What monies would the County save to "deduct" the following SOW?

DEDUCT #1 WI ROLLING GATE w/PILASTERS <\$ \_\_\_\_\_ >

DEDUCT #2 WI SWING GATE <\$ \_\_\_\_\_ >

DEDUCT #3 WI PEDSTRIAN GATE <\$ \_\_\_\_\_ >

DEDUCT #4 DECOMPOSED GRANITE WALKWAY <\$ \_\_\_\_\_ >

What monies would the County "incur" to include the following SOW?

ALT #1 Provide cast metal lettering for the Monument  
Sign, oppose to plastic lettering + \$ \_\_\_\_\_

**THE DECISION TO AWARD THE CONTRACT WILL BE DETERMINED BY THE BASE BID.**



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**CONTRACTOR'S PROPOSAL (page 4 of 7)**  
**DESIGNATION OF SUBCONTRACTOR(S)**

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In compliance with Section 4104 of the California Public Contract Code, the undersigned submits the following complete typed list of each Sub-Contractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1 % of said total bid.

**PORTION OF THE WORK**

**SUBCONTRACTOR**

**ADDRESS**

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## **CONTRACTOR'S PROPOSAL (page 5 of 7)**

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### **AWARD OF CONTRACT**

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

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

Type of Organization: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX NO. \_\_\_\_\_

Contractors 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.



**CONTRACTOR'S PROPOSAL (page 6 of 7)**

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**NON-COLLUSION AFFIDAVIT**

To Be Executed by Bidder and Submitted with Bid

State of California )

ss.

County of Riverside )

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

That he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Authorized Company Representative)

Subscribed and sworn to before me

(Insert NP stamp or seal here)

This \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Signature of Notary Public officer administering oath



## CONTRACTOR'S PROPOSAL (page 7 of 7)

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**EXPERIENCE STATEMENT/BIDDER QUESTIONNAIRE** - The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

1. Bidder has been engaged in the contracting business under its present business name for \_\_\_\_\_ years.
2. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of \_\_\_\_\_ years
3. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
4. Federal I.D # \_\_\_\_\_
5. The following contract covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following Agencies (person, firms or authorities): (List a minimum of the last three contract performed).

Name of Agency	Tel. No	Year Complete	Type of Work	(Closest Thousand Dollars)
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1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_

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## PAYMENT BOND

(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 of façade improvements which includes paint, monument sign, fencing, landscape and irrigation.

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 \_\_\_\_\_, 2011

\_\_\_\_\_  
(Firm Name – Principal)

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

\_\_\_\_\_  
(Signature – Attach Notary's Acknowledgment)

By

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

Affix Seal  
if  
Corporation

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

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

By

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

Affix  
Corporate  
Seal

\_\_\_\_\_  
ATTORNEY-IN-FACT

(Title – Attach Power of Attorney)

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**TIME:** 4:00 pm

### PERFORMANCE BOND

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 \_\_\_\_\_, 2011

\_\_\_\_\_  
(Firm Name – Principal)

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

\_\_\_\_\_  
(Signature – Attach Notary's Acknowledgment)

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

Affix Seal  
if  
Corporation

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

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

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

Affix  
Corporate  
Seal

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



**APPENDIX A**  
**WROUGHT IRON FENCING SYSTEM, BUILDING REPAIR & PAINT,**  
**MONUMENT SIGN, LANDSCAPE & IRRIGATION**

1. **Intent:** The Redevelopment Agency for the County of Riverside is seeking proposal for a façade upgrade for the **New Beginning Baptist Church, 5970 Limonite Ave, Riverside, CA**. The Contractor shall furnish all parts, labor, materials, tools, rentals, equipment, disposal, transportation and supervision necessary to complete the scope of work outlined in the drawings (Plans and Specifications) packet. All work performed in strict accordance with the drawings (Plans and Specifications) packet.
2. **Scope Of Work:** Work includes, but is not limited to repair, prep and paint exterior building, monument sign, electrical, landscape and irrigation, install wrought iron (w/pilaster columns) fencing system complete with gate(s), per the specifications listed in drawings packet.

**NOTE:**

- The foam/plaster cross listed on drawing A1-2, shall be eliminated from the SOW.
- The removal and disposal of the existing change link fence is eliminated from the SOW.  
Prior to the commencement of construction work the contractor shall:
  - Provide standard manufacturer's color selections for owner's approval.
  - Install a temporary EDA Redevelopment Construction Sign, approx 2ft high x 3 feet wide complete with sign post. The sign and post will be provided by the County of Riverside EDA. Upon completion, the contractor will remove the temporary construction sign and return to the Project Manager.

3. **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.
4. **Scheduling:** Work to be performed Mon-Fri regular working hours.
  - a. The work shall be performed one entrance section at a time to allow employees and the public access through the opposite side the building. 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. Contractor shall conform to all governing safety regulations.



- b. The Contractor is advised that certain inconveniences may be encountered. The work shall be planned and executed in such a manner as to keep disruption of client's business to a minimum. Complete cooperation between the Contractor and the Project Manager will be necessary to expedite the work with the least amount of interference or delay.

**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 the building or create a hazard to foot traffic. At the end of the workday all unused materials shall be stacked in a neat and orderly manner and located in an area out of the path of others. All areas of construction shall be vacuumed clean of all dust at the completion of each workday. The Project Manager can at any time stop the job for any condition that he may deem unsafe.
- b. The client's dumpster(s) shall not be used by the Contractor. Contractors shall supply their own dumpster(s) and transport all trash and debris generated by the project off the client's property to an appropriate dumpsite.

- 6. Safety & Special Requirements:** 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 (**Monday – Friday**), but shall apply continuously.

**7. Warranties:**

**WORKMANSHIP:** A one-year (365 days) unconditional warranty shall be in effect. All warranty work shall be completed within two (2) weeks of written notice by the County.

**MATERIALS:** A one-year (365 days) unconditional warranty shall be in effect. All warranty work shall be completed within two (2) weeks of written notice by the County.

**FOILAGE:** A three-month (90 days) unconditional warranty shall be in effect. All warranty work shall be completed within two (2) weeks of written notice by the County.