

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

**Bid Submission Address:**  
Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937  
**Return bid to address above:**

**Request for Bids # FMARC-280**  
  
Bid Issue Date: 4/04/2018  
Job Walk Date: 4/11/2018  
Bid Closing Date: 4/19/2018  
on or before 1:30 P.M. Pacific Time

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**PUBLIC WORKS  
NOTICE INVITING BIDS**

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1. The **COUNTY OF RIVERSIDE**, herein called County, invites sealed bids for: **Installation of one (1) new Lochinvar boiler supplied by County.**

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents:

SITE: **Riverside County Historic Court House Building**  
4050 Main Street  
Riverside, CA 92501

ESTIMATED PROJECT COST: \$ 70,000.00

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2. **CONTRACT DOCUMENTS** - Each bid shall be in accordance with all of the Contract Documents.
- a. **DRAWINGS:** The following drawings and plans are applicable to this project and made part of the Contract Documents:
- Drawings:** See **Attachment 1** for data on County supplied boiler, primary pump, low temp valve, and vent kit. The document is made available on Purchasing's website free of charge;  
[www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)
- The drawings will not be distributed at the mandatory bidder's conference.**
- b. **GENERAL CONDITIONS:** The General Conditions applicable to the work are included in this RFB as Attachment B.
- c. **PURCHASING WEBSITE:** Addenda, registration and other information related to the RFB are available at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)
3. **LICENSE REQUIRED** - The following license is required for this project: **B – General Building Contractor and/or C-10**
4. Any contact with County personnel regarding this procurement, other than the Purchasing Procurement Contract Specialist identified in this RFB, may result in disqualification of your bid.

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**5. TIMELINES -**

1. <b>Release of Request for Bids:</b>	<b>Date: April 4, 2018</b>
2. <b>Mandatory Bidder Conference:</b> Attendees more than five minutes late will not be allowed to attend. Bids will not be accepted from bidders that did not attend the mandatory bidder conference.  PCS can be reached at (951) 204-9876 in the event any issues arise the day of the bidder's conference.	<b>Date: April 11, 2018</b> <b>Time: 9:00 a.m.</b> Location: Meet in front of Courthouse
3. <b>Deadline For Submission Of Questions:</b> Email: <a href="mailto:metter@rivco.org">metter@rivco.org</a> (E-mail preferred) or Fax: 951-955-3730 It is the responsibility of the bidder to confirm transmission of correspondence.	<b>Date: April 12, 2018</b> <b>Time: No later than 1:30 p.m.</b> Must be in writing (email or fax).
4. <b>Deadline For Bids:</b>	<b>Date: April 19, 2018</b> on or before 1:30 PM Pacific time

6. **BID SUBMITTAL** - All bids must be submitted on the four page Bid Form (pages 5 through 8). The bid shall be delivered (no e-mail delivery) to County Purchasing and Fleet Services at the address stated below on or before 1:30 p.m. on the closing date. The RFB number, title, and closing date and time shall appear on both the envelope and the bid cover sheet. Under no circumstances will a bid be accepted after the closing date and time.

**BIDS SHALL BE DELIVERED TO:**

**COUNTY OF RIVERSIDE  
PURCHASING AND FLEET SERVICES  
2980 Washington Street  
Riverside, CA 92504-4947**

7. **UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT** - The County has adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.) pursuant to County Ordinance No. 757. The County through its Purchasing Agent may bid and award a contract pursuant to the procedures stated in the Act. The Purchasing Agent's current maximum authority under the Act is \$175,000 for a single contract. All applicable public works requirements still apply.
8. **PREVAILING WAGES AND LABOR CODE REQUIREMENTS** –  
This is a public works project subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775 and 1776.

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County Purchasing and Fleet Services has obtained the most recent 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; and this will be made available to any bidder upon request. This information can also be obtained at the California State Department of Industrial Relations, 464 West Fourth St., San Bernardino.

The awarded bidder shall post job site notices as prescribed by regulation. Contractor or subcontractor shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractor submitting a bid, or subcontractor listed on the Bid Form, must be currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. No contractor or subcontractor will be awarded without proof of current D.I.R. registration.

9. The awarded bidder must hold the required California license, in good standing with the Contractor State License Board, at the time of submitting its bid and continuously thereafter until project completion. A subcontractor may possess the required license only if allowed by applicable law. Licensure statements are made under penalty of perjury.
10. The awarded bidder will be required to furnish performance and payment bonds and insurance documents in accordance with the requirements stated in this RFB.

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**INSTRUCTIONS TO BIDDERS**

1. **CONTRACTOR REGISTRATION** – The awarded bidder shall register all of its current information with the County’s online database at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), including W-9 and IRS 147C forms; or update its information if already registered. It is suggested that all bidders register in the County database so their information will be available for future consideration.
2. **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. All signatures must be by an authorized representative of bidder.
3. **PRICING/TERMS/TAX** - All pricing shall be bid F.O.B. destination, including applicable tax, permits, and licenses. The County pays California sales tax and is exempt from Federal excise tax. The Contractor shall pay all taxes related to the work. In the event of an extension error, the unit price shall prevail.
4. **ADDENDA TO RFB** - The County reserves the right to issue such addenda to the RFB as it may desire at any time prior to the time for receiving bids. The number and date of each addendum shall be listed on each bid in the space provided.
5. **COUNTY RESERVATION OF RIGHTS** - The County reserves the right to reject any or all bids, to waive any discrepancy, technicality or informalities in a bid or in the bidding process, and to make the award in any manner determined by the County to be most advantageous to the County.
6. **WITHDRAWAL OF BID** - A bid may be withdrawn only prior to the bid closing date and time. No bidder may withdraw or modify its bid for a period of sixty (60) calendar days after the bid closing date.
7. **INTERPRETATION OF THE BID DOCUMENTS** - Discrepancies in and omissions from any of the Contract Documents, questions as to their meaning or uncertainties that might cause disputes, shall immediately be brought to the attention of the County by the bidder. Any interpretation of the terms of the Contract Documents will be made only by written addenda issued by the County and available at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). The County will not be responsible for any other explanations or interpretations.
8. **ADDITIONAL INFORMATION** – Prior to award, the County reserves the right to require additional information from a bidder, including but not limited to information regarding the bidder’s financial responsibility or other information the County determines is necessary to ascertain whether the bid is in fact the lowest responsible and responsive bid submitted
9. **AWARD OF CONTRACT** - The bid shall be awarded upon issuance of a County purchase order, which shall include the Contract Documents by reference or attachment.

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**BID FORM**

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The bidder, having carefully examined the proposed site and all of the Contract Documents, 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 all of the Contract Documents.

The bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BID SUMMARY**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Amount</b>
1.	Total Materials	1	Lump Sum	\$ _____
2.	Total Labor	1	Lump Sum	\$ _____
3.	All Other Costs (Bonds, Tax, Travel, etc.)	1	Lump Sum	\$ _____

**BASE BID**

The undersigned agrees to perform all work required for this project for the sum of: \$ \_\_\_\_\_  
(List sum of items 1 through 3)

These prices include all applicable taxes, permits, licenses, insurance and bond costs, and all other costs incidental or related to the work.

The following percentage information must also be provided for the Base Bid (though it will not be used in awarding the contract):

Labor: \_\_\_\_\_% Materials: \_\_\_\_\_% Other: \_\_\_\_\_% All three must total 100%.

**PAYMENT TERMS**

Check one: \_\_\_\_\_ Lump sum payment at project completion or \_\_\_\_\_ Progress payments (as stated in General Conditions)

If prompt payment discount offered (for example, 1% Net 15) please describe: \_\_\_\_\_

**LIQUIDATED DAMAGES** - It is agreed that time is of the essence for completion of this work. Therefore, the parties agree the awarded bidder (Contractor) shall pay to the County, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **\$0.00** per day for each calendar day beyond the allowed time stated in the Contract Documents after which the work is completed.

**TIME FOR COMPLETION** - The work shall be commenced on a date to be specified in a written order from the County and shall be completed within fifteen (15) business days following the date specified in County's written order.



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**BID FORM**  
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**AWARD OF CONTRACT**

The bidder understands that a contract is formed upon the acceptance of its bid by the County. The bidder agrees it will promptly execute and deliver to County the Agreement together with the required Payment and Performance Bonds and insurance documents.

**BID GUARANTEE**

The enclosed certified or cashier's check or bid bond on the provided form, made payable to the County in the amount of ten percent (10%) of the total bid, is hereby given as a guarantee that the bidder will execute and deliver the Agreement and required bonds if awarded the contract. In the event that the bidder 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.

Name of Bidder: \_\_\_\_\_  
Type of Organization: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address of Bidder: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_  
Contractor's License No.: \_\_\_\_\_ Classification: \_\_\_\_\_ Expires: \_\_\_\_\_  
DIR Registration No.: \_\_\_\_\_

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**BID FORM**

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**TO BE SUBMITTED WITH BID  
NON-COLLUSION DECLARATION**

\_(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 that anyone shall 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 its bid price of 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 \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [State].

\_\_\_\_\_  
[Signature of Declarant]

\_\_\_\_\_  
[Printed Name of Person Signing]

\_\_\_\_\_  
[Name of Bidder]

\_\_\_\_\_  
[Office or Title]

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**BID BOND**

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

WHEREAS, The undersigned \_\_\_\_\_ (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated \_\_\_\_\_ 2018, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_)

for the award by County to Principal of a contract (“Contract”) for the following: Installation of one (1) new Lochinvar boiler supplied by County.

WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

NOW THEREFORE, the Principal and \_\_\_\_\_ (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County’s bidding documents governing the bidding process applicable to such Bid (“Bidding Documents”) enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety’s liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any way impair or affect Surety’s obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

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**BID BOND**  
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In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of \_\_\_\_\_, 2018 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**Affix Corporate Seal**

\_\_\_\_\_  
\_\_\_\_\_

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

**By**  
\_\_\_\_\_  
**(Original Signature)**  
**ATTORNEY-IN-FACT**

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

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**AGREEMENT**  
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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_, hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

The parties mutually agree as follows:

**CONTRACT DOCUMENTS:** The complete contract includes all of the Contract Documents which are intended to be complimentary.

The Contract Documents include: Notice Inviting Bids; Instructions to Bidders; Bid Form; the Request for Bids ("RFB"), including Attachment A and Attachment B, any addenda or other documents attached to or incorporated into the RFB; this Agreement; all project bonds; all applicable plans, specifications and drawings; and approved change orders.

**STATEMENT OF WORK:** The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the installation of one (1) new Lochinvar boiler supplied by County in strict accordance with all of the Contract Documents.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order from the County and shall be completed within fifteen (15) business days following the date specified in County's written order.

**COMPENSATION TO BE PAID TO CONTRACTOR:** The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of all the work the sum of;

\_\_\_\_\_ \$(\_\_\_\_\_).

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 require 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's legal type of organization: \_\_\_\_\_

List names of all persons who have authority to bind the Contractor:

\_\_\_\_\_

\_\_\_\_\_

**AGREED:**

Firm Name:			
Address:			
Contractor's License No.		Expires:	
DIR Registration No:			
Signature:	Date:		
Name and Title:			

COUNTY OF RIVERSIDE

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

Name and Title: \_\_\_\_\_

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

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**PAYMENT BOND**

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(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the County of Riverside ("County") on \_\_\_\_\_, 2018 has awarded Construction Contract Number: **RFB # FMARC-280** ("Contract") to the undersigned \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project;  
**Installation of one (1) new Lochinvar boiler supplied by County.**

WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

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

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

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

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

**Affix Corporate Seal**

\_\_\_\_\_

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

**By** \_\_\_\_\_  
**(Signature – Attached Notary's Acknowledgment)**

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

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

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

**Bid Submission Address:**  
Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937  
**Return bid to address above:**

**Request for Bids # FMARC-280**  
  
Bid Issue Date: 4/04/2018  
Job Walk Date: 4/11/2018  
Bid Closing Date: 4/19/2018  
on or before 1:30 P.M. Pacific Time

**PERFORMANCE BOND**

Page 1 of 3

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

WHEREAS, the County of Riverside ("County") on \_\_\_\_\_, 2018 has awarded Construction Contract Number: RFB #FMARC-280 ("Contract") to the undersigned \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project; the installation of one (1) new Lochinvar boiler supplied by County, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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**PERFORMANCE BOND**

Page 2 of 3

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

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

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

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

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

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

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

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**PERFORMANCE BOND**

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**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

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

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

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

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

**Affix Corporate Seal**

\_\_\_\_\_

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

**By** \_\_\_\_\_  
**(Signature – Attached Notary's Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
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**ATTACHMENT A**  
**Riverside County Historic Court House Building**  
4050 Main Street  
Riverside, CA 92501

**SCOPE OF WORK REQUIREMENTS:**

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to design and install County supplied boiler with related components per industry standards and best practices, and per specifications in strict accordance with the details listed in Appendix A and all of the items discussed at the Mandatory Bidder's Conference.
2. Provide all labor, materials, and associated rigging required to install one (1) new Lochinvar boiler supplied by County. (See Attachment 1 for data on County supplied boiler, primary pump, low temp valve, and vent kit.)
3. Provide, and implement design services to establish Point of Connection (POC) of new hot water primary loop into existing secondary loop flanges.
4. Furnish and install new flue materials connecting to boiler, and routing up existing chimney to roof, while leaving existing absorber flue intact.
5. Connect existing gas piping connections to new boiler.
6. Connect existing electrical to new boiler.
7. Controls to be supplied and connected by County.
8. Start up, test, and check new boiler and water loop POC for proper operation.
9. Insulate new hot water piping and associated components.
10. All work, except noisy operations such as roto-hammering, to be performed during normal working hours. (7a.m. to 4:30 p.m.(PST), M-F)
11. Maintenance Engineer shall be notified of work schedule, upon arrival and departure, and also when hot works, and high noise work, are scheduled to be performed.
12. Provide documentation of operating condition of new unit / Start up report. (Set points, primary loop temps, secondary loop temps, etc.)

**13. Additional requirements:**

- Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

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**ATTACHMENT B  
Terms and Conditions**

**1. SITE EXAMINATION** – Prior to submitting its bid, the Contractor shall be responsible for having ascertained all relevant local conditions such as location accessibility conditions under which the work is to be performed.

**2. NO ORAL AGREEMENTS** - No oral agreement or conversation with any officer, agent, or employee of the County, either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in the Contract Documents. Any changes to the Contract Documents must be in writing and signed by the authorized County representative.

**3. APPLICABLE LAWS AND REGULATIONS** - The Contractor shall comply with all laws, ordinances and regulations applicable to the work. This includes all environmental regulations. If the Contractor ascertains at any time that requirements of this work are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the County; and shall not proceed with the work in question, until the County has had an opportunity to determine the responsibility for the variance.

**4. LICENSES AND PERMITS** - The Contractor, acting in the name of the County, shall obtain and pay in full for all licenses, permits, inspections, inspection certificates and similar documents required to be obtained from any authority having jurisdiction over any part of the work. The Contractor may be required to submit all of these documents to the County.

**5. ACCESS TO THE WORK** - The County and its representatives shall have access at all times to the work for purposes of inspection or other matters; and the Contractor shall provide proper facilities for such access.

**6. CONTRACTOR WORK HOURS AND SCHEDULING** - No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and prior written approval of the County. Full cooperation between the Contractor and the County Project Manager, or his/her staff, will be necessary to complete project properly and on time. The Contractor shall provide the County Project Manager with a daily schedule of activities so the County Manager can plan accordingly.

**7. INSPECTION OF THE WORK** - All material and workmanship shall be subject to inspection, examination, and test by the County at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction. If the work is to be specially tested or approved, the Contractor shall give the County sufficient advance notice of its readiness for inspection and the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the County, it shall be uncovered for examination at the Contractor's expense.

**8. INSPECTOR (Clerk of the Works)** - The County may employ an inspector, who will act as a direct representative of the County, and who shall provide full-time and continuous personal supervision and inspection of the work. Such supervision and inspection shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen to any degree, the Contractor's responsibility for providing efficient and capable

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superintendence as required. The inspector is not authorized to make changes in the Contract Documents, nor shall his/her approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects.

**9. ARCHITECT** – If there is a Project Architect he/she shall have general supervision and control of the work in all phases. The Architect shall determine the amount, quality, acceptability and fitness of all parts of the work, interpret the specifications, drawings, and all other Contract Documents, and decide all questions pertaining to the work and shall be the final arbitrator thereof. The Architect shall have authority to stop the work whenever, in his/her opinion, the terms and conditions are not being fulfilled or the work is not being executed in a proper manner. The Architect shall be the final authority in determining the amount of work satisfactorily completed and the amount of money due during the progress of construction.

**10. SEQUENCE OF THE WORK** - Prior to starting construction, the Contractor shall submit to the County, for approval, a work schedule which shall show the estimated dates that Contractor plans to be working. The County reserves the right to alter the Contractor's schedule to prevent excessive public nuisance or to expedite construction of specific items. No portion of the work will begin without giving two working days prior written notice to the County. The Contractor is advised that most County facilities function between 8:00 a.m. and 5:00 p.m., Monday thru Friday, and that certain inconveniences will be encountered by Contractor. The work shall be planned and executed so that these are kept to a minimum. As the work is approaching 90% completion, a preliminary punch list shall be made and corrections done. Before the final inspection, a final punch list shall be developed, and all corrections made and recorded, before the final walk through is made by the County. Any defects, deficiencies found in the material, equipment, workmanship, or project completion, shall be replaced, repaired or finished before final payment.

**11. SUBCONTRACTS** - The Contractor shall be responsible for the coordination of the trades, subcontractors and material suppliers engaged upon the work. Nothing contained shall be construed as creating a contractual relationship between any subcontractor and the County. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the Contractor on the same terms of the Contract Documents as the Contractor is bound to the County. The County reserves the right to approve all subcontractors prior to award of the Agreement.

**12. EMPLOYEES** – Prior to start of the work, the Contractor shall provide County with the names and driver license numbers of all Contractor or subcontractor employees who will work at the project site if requested by the Project Manager to do so. The County may conduct a background check if it determines that to be appropriate. The Contractor will dismiss from the work any employee for which the County has a reasonable belief should not be working at the project, due to personal or other reasons.

**13. SUPERVISION BY CONTRACTOR** - The Contractor shall keep on the work continuously a competent superintendent and assistant who shall be satisfactory to the County. The superintendent shall be qualified to represent the Contractor during all times when the Contractor is not present; and all orders or directions issued to the superintendent by the County shall be as binding as if given to the Contractor personally. Both the Contractor and the superintendent shall cooperate to provide efficient and complete supervision over all phases of the work. The supervision of the County shall not lessen the responsibility of the Contractor to furnish supervision, nor shall it relieve the Contractor of responsibility for the correction of subsequently discovered defects.

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**14. DETAIL DRAWINGS AND INSTRUCTIONS** - The County will furnish to the Contractor, with reasonable promptness, such further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work. In giving such additional instructions, the County shall have the authority to make minor changes in the work not involving extra cost, and not inconsistent with the intent of the Contract Documents. The Contractor shall not proceed with any portion of the work unless Contractor is in possession of plans and information necessary for proper execution of the work. The execution of the work by Contractor, as specially detailed or explained, without a written change order signed by the County, shall constitute acceptance by the Contractor of such information as being in conformity with the Contract Documents and without additional cost to County.

**15. DRAWINGS, PLANS AND SPECIFICATIONS** - The Contractor shall keep on the work site a copy of the drawings, plans and specifications, in good condition, which shall always be available to the County.

**16. DELAYS AND EXTENSION OF TIME** - If the Contractor is delayed at any time in the progress of the work by any causes beyond the Contractor's control, and which could not have been reasonably anticipated, the time of completion may be extended for such time as the County may decide. If this occurs, prompt claim shall be made by Contractor to the County in writing. Normal seasonal rainfall shall not be considered reason for a time extension.

**17. CHANGES IN THE WORK** - The County, upon agreement with the Contractor, may order extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly. The Contractor shall not be authorized to comply with such orders without previously obtaining written authority therefore from the County. All such work shall be executed under the conditions of the Agreement, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. The Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change that may be ordered. If in the opinion of the Contractor any instructions, or notices issued by County involve extra cost above the original contract price, Contractor shall immediately give the County written notice to that effect before proceeding with the work involved. The execution of work without prior submission of such written notice shall constitute the Contractor's acceptance of the work as being within the original contract price.

**18. COUNTY'S RIGHT TO TERMINATE THE CONTRACT** - If the Contractor should be adjudged as bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if Contractor should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the County, or otherwise committed a material breach of the Contract, then the County, may, after giving the Contractor 10 days written notice, terminate the Agreement and take possession of the premises and of all materials, tools and appliances and finish the work by whatever means County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the County. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an "Act of God" in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the Contract Documents, then the County may terminate the Agreement.

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**19. PAYMENTS WITHHELD** - The County may withhold or nullify the whole or part of any request for payment as may be necessary to protect the County from loss on account of: defective work; claims filed or reasonable evidence indicating probable filing of claims; failure of the Contractor to make payments properly to subcontractors or for material or labor; a reasonable doubt that the work can be completed for the balance then unpaid; damage to another contractor or default of the Contractor under the terms of the Agreement.

**20. CONTRACTOR AND SUBCONTRACTOR INSURANCE** - 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. The Contractor shall not commence work until it has obtained all the required insurance and satisfactory proof of such insurance has been submitted to the County and said insurance has been approved to and approved by the County. Except for worker's compensation insurance, the County shall be named as an additional insured and be furnished 30 days written notice prior to cancellation. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. Insurance carriers must be California admitted, with a minimum of AM Best Rating of A:V (5).

**A. Worker's Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, worker's compensation insurance for all its employees engaged in the work. The Contractor shall require the subcontractor to provide worker's compensation insurance for all its employees to be engaged in the work, unless such employees are covered by the Contractor's worker's compensation insurance. 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.

**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.

**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. Contractor's Public Liability and Property Damage Insurance.** The Contractor shall procure and shall maintain, during the life of its contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 combined single limit coverage.

**E. Subcontractor's Public Liability and Property Damage Insurance.** The Contractor shall require each subcontractor to procure and maintain, during the life of its subcontract public liability and property damage Insurance with minimum limits equal to one-half the amounts required of the Contractor.

**F. Scope of Insurance and Special Hazards.** The insurance required under subparagraphs B and C hereof shall provide adequate protection for the Contractor and its subcontractors against damage claims which

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may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any special hazards which may be encountered in the performance of this contract as such hazards are specified in the Contract Documents.

**G. Fire Insurance.** The Contractor shall have in effect and maintain fire insurance, with extended coverage endorsements, upon the work to 100% of the insurable value thereof, including items of labor and materials (whether in or adjacent to the structure), materials in place or to be used as part of the permanent construction (including surplus materials), protective fences, temporary structures, miscellaneous materials and supplies incidental to the work. Contractor shall keep each structure fully insured, without additional cost to the County, until final inspection and acceptance of all work.

**21. METHOD OF PAYMENT** – Unless otherwise stated, payments to the Contractor shall be made monthly and upon final completion of construction as follows: The Contractor shall present a payment request statement to the County on the first day of each calendar month, or upon final completion of the work showing the percentage of the work completed. The statement shall include the value of all labor expended upon and materials incorporated into the work. It shall also include the value of materials to be incorporated into the work which have been delivered and satisfactorily stored on the site, as determined and approved by the County. Payment shall be made to the Contractor by the County upon presentation to the County of a signed certificate issued by the Contractor in the amount of 90% of the value of the labor expended upon and materials incorporated into the work and 75% of the value of the materials delivered and satisfactorily stored upon the site. Said payments shall be based upon the total Agreement price and only such labor and materials therein required. The final 10% of the contract price shall be paid 35 days after the recording of the Notice of Completion. Upon receipt of a payment request, the County shall review the request as soon as practicable for the purpose of determining that the payment request is proper. A returned request for payment shall be accompanied by a document setting forth the reasons why the payment request is not proper.

**22. WAGES AND HOURS** - The County in accordance with the Labor Code has determined that the minimum wages paid on this project shall not be less than those set forth in the Notice Inviting Bids. Any class of laborers and mechanics (including apprentices) not listed in the schedule which will be employed on this work, shall be classified or reclassified, conformable to the schedule. While the wage rates shown are the minimum rates required to be paid, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the price shall be allowed or authorized on account of the payment of wage rates in excess of those required. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the work and all deduction, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics engaged. Certified payroll is required. The Contractor and every subcontractor shall keep an accurate record showing the name, occupation, actual hours worked, and actual per diem wages paid to each worker employed in connection with the work. The records shall be kept open at all reasonable hours to the inspection of the County and the Division of Labor Law Enforcement.

**23. APPRENTICEABLE OCCUPATIONS** - The Contractor shall be responsible for compliance with all applicable Labor Code requirements, including but not limited to Section 1777.5 for all apprentice-able occupations on projects involving \$30,000 or more.

**24. DEPOSIT OF SECURITY** - In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to insure performance of the work.

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**25. COMPLETION OF WORK** - The Contractor shall promptly notify the County when construction is complete, to enable the County to make its final inspection to confirm if the work is completed.

**26. CORRECTION OF WORK AFTER FINAL PAYMENT AND WARRANTY** - Neither the final certificate, final payment, or any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects and pay for any damage to other work resulting therefrom, which may be discovered up to one year after recording of the Notice of Completion. The County shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately (generally within two weeks unless there are extenuating circumstances) upon receiving such notification. Contractor shall pay for any extra cost incurred by the County related to warranty work.

**27. SUBSTITUTIONS OF MATERIALS AND EQUIPMENT** - Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the County in advance in writing.

**28. BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS"** - Whenever any material, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion). As a part of its bid any bidder may include a request for a substitution of an item "equal" to or specified by brand or trade name. Unless otherwise stated, within 5 calendar days prior to bid closing, the Contractor may submit to the County data substantiating such a request; otherwise the request shall be deemed to have been withdrawn if bid is submitted with substitute product not approved prior to closing date. Such submission shall include data showing the equality, including third party data comparisons, the reasons for making the request, and the difference, if any, in cost to the Contractor. The County shall promptly investigate the request and make decision as to equality of the requested substitute. Unless the request is granted by the County, the substitution shall not be permitted.

**29. MATERIALS, WORKMANSHIP** - All materials used by Contractor, unless otherwise specified, shall be new, of the types and grades specified, and the Contractor shall, if requested, furnish evidence satisfactory to the County that such is the case. All workmanship shall be of the best quality and all workmen shall be suitably skilled in the work which they perform.

**30. DEFECTIVE WORK AND MATERIALS** - The Contractor shall promptly remove from the work all materials determined by the County as failing to conform to the requirements of the Contract Documents, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its work in accordance with the requirements and without additional cost to the County. If the County deems it ineffective to correct work not in accordance with the requirements, the difference in value together with a fair allowance for reduced value shall be deducted from the sum be paid the Contractor.

**31. CLIMATIC CONDITIONS** - The Contractor shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against change or damage from extreme heat, cold, dry winds, or dampers.

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

**Bid Submission Address:**  
Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937  
**Return bid to address above:**

**Request for Bids # FMARC-280**  
  
Bid Issue Date: 4/04/2018  
Job Walk Date: 4/11/2018  
Bid Closing Date: 4/19/2018  
on or before 1:30 P.M. Pacific Time

**32. CONTRACTOR'S TITLE TO MATERIALS** - No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies for which it accepts partial payment.

**33. EMERGENCIES** - In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable, the Contractor shall communicate with the County and shall be guided by the directions and advice of the County. If the character of the emergency is such as to require action with such short limits of time, then the Contractor shall act independently and upon its own responsibility, subject to the direction of the County as soon as it may become practicable.

**34. PROTECTION OF WORK AND PROPERTY** - The Contractor shall at all times safely guard the County's property from injury or loss. Contractor shall at all times safely guard and protect its own work and property from damage.

**35. SAFETY AND ACCIDENT PREVENTION** - Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall be solely responsible for the condition of the premises at which the work is performed and for the safety of all persons and property on site during the work, during working and all other hours. The safety provisions of all applicable laws, building and construction codes shall be observed. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, and similar items to protect against the occurrence of accidents, injuries, damage or hurt to any person or property and shall also be responsible for all liability or damage for failure to comply. The County shall have the right to stop the work at any time because of any condition it deems may be unsafe.

**36. COMPUTING CHANGE ORDERS:**

**A. LABOR:** The costs of labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for the equipment rental.

**B. MATERIALS:** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax freight and delivery.

**C. TOOL AND EQUIPMENT USE:** No payment will be made for the use of tools which have a replacement value of \$100.00 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

**D. OVERHEAD, PROFIT, AND OTHER CHARGES:** The mark-up for overhead and profit on work added to the contract shall be according to the following schedule:

1. For work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed (15%) of the net cost of the work.
2. For work performed by the subcontractor, the cost for combined overhead and profit of both the Contractor and the Subcontractor shall not exceed (20%) of the net cost of the subcontractors work.

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3. For work performed by a subcontractor, or any lower tier of subcontractor, the cost for combined overhead and profit of the prime contractor, shall not exceed (25%) of the net cost of the subcontractor's work.
4. "Net Cost" is defined as consisting of costs of labor, materials, and equipment use only. The cost of applicable insurance and bond premium will be reimbursed at cost only, without mark-up.

**37. SEPARATE CONTRACTS** - The County reserves the right to award other contracts in connection with the project, which may proceed simultaneously with the execution of this project. The Contractor shall coordinate operations with those of other contractors.

**38. COUNTY'S RIGHT TO DO WORK** - Should the Contractor, at any time during the process of the work, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, the County, after giving 10 days written notice to the Contractor may, without prejudice to any other rights, proceed to furnish the materials and workers necessary to proceed with and/or complete the work, and may deduct such cost, together with reasonable expenses from any amounts then due or which may become due to the Contractor.

**39. USE OF PREMISES AND CLEANING** - The Contractor shall at all times maintain the entire premises under its control in an orderly and clean condition. The Contractor shall at all times protect floors, walls and other surfaces by appropriate means. The Contractor shall safely store its apparatus, materials, supplies and equipment in such a neat manner, in an area designated by the County. The Contractor shall frequently clean up during each work day all refuse, rubbish, scrap materials, dust and other resulting from Contractor's operation, so that the site shall continuously present a neat, orderly and workmanlike appearance. All indoor area shall be vacuumed clean of all dust or other materials at the end of each work day. Before final payment, Contractor shall: remove all surplus material, false-work, temporary structures and fences, including foundations, and debris of every nature resulting from its operations and put the site in a neat orderly condition; thoroughly clean and leave reasonably dust-free all finished surfaces on the interior of all buildings; and wash and polish all glass, including the removal of all paint spatters and other defacements. The Contractor shall not use any County trash dumpsters or other County trash disposal means. The Contractor shall supply its own method to remove trash or debris from the work site and to a legal dump site.

**40. OCCUPANCY BY THE OWNER** - The County shall have the right to occupy the building or use the improvements prior to the completion of the entire work, and such occupancy or use shall not operate as an acceptance of any part of the work.

**41. LIENS** - The Contractor agrees that, at any time upon request from the County, Contractor will submit a sworn statement setting forth the work performed or material furnished by subcontractors and material suppliers, and the amount due and to become due to each, and that before the final payment the Contractor will submit to the County a complete set of documents showing what payments have been made for materials and labor used in connection with the work.

**42. ASSIGNMENT OF CLAIMS** - In submitting a bid the Contractor or any subcontractor or supplier do offer and agree to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

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**43. INDEMNIFICATION** – 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.

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.

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.

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.

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.

**44. PATENTS, ROYALTIES AND TAXES** - The Contractor shall hold the County harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, appliance, or device protected by patent used in the performance of the work; and shall defend the County against all suits or claims for infringement of any intellectual property right.

**45. NON-DISCRIMINATION** – The Contractor shall, in accordance with applicable laws, not discriminate against any person related to employment or services for the work because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

**46. ASSIGNMENTS** - The Contractor shall not assign the whole or any part of this Agreement without the written consent of the County and all sureties executing bonds on behalf of the Contractor in connection with the work.

**47. NO WAIVER** - Failure on the part of the County to require exact, full and complete compliance with any of the Contract Documents requirements shall not be construed in any manner changing the terms or preventing the County from enforcement of the Contract Documents.

**48. PUBLIC WORKS PROJECT CLAIMS RESOLUTION** – The Contractor is referred to Public Contract Code Sections 20104 – 20104.6 for mandatory claims resolution procedures applicable to public works projects for claims of \$375,000 or less. Claims must be in writing and filed before the date of final payment. Specific deadlines are stated for exchange of documents between the parties; and mandatory “meet and confer” conferences are required.

[END]