



BIDS DUE ON: Tuesday, Feb. 20, 2018 at 4:00 PM

Bid Submittal Location: 3403 10th Street, Suite 400,
Riverside, CA 92501

ATTN: Erik Sydow, T: 951 955-8274, E: esydow@rivco.org

BID PACKAGE FOR CONTRACTS UNDER \$45,000

THIS INFORMAL REQUEST FOR BID IS BEING ISSUED ON 1/29/2018

The County of Riverside's Economic Development Agency is seeking bids for the Glen Avon YMCA Improvement Project for working including, but not limited to, ADA ramps, revised striping, fencing, and an additive alternate for drainage improvements to the playgrounds. The Glen Avon YMCA is located at 9254 Galena St, Riverside, CA 92509. Work to be performed in strict accordance with the specifications provided in Appendix 'A' consisting of 5 pages and Appendix 'B', Special Federal Provisions consisting of 27 Pages and Appendix C, Plans dated November 2017.

COST SUMMARY

LABOR	\$ _____
MATERIALS	\$ _____
ALL OTHERS	\$ _____
ADD ALTERNATE	\$ _____

BID TOTAL- The undersigned proposes to perform all work for the sum of \$_____.

Bidder shall attach the following forms to their Bid: Federal Bid Form B-4, Federal Bid Form B-7, Federal Bid Form B-8, Federal Bid Form B-9, and Bid Bond*.

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

Bidder agrees to commence work within **ten** calendar days after receipt of purchase order and will complete work within **15** calendar days thereafter.

* It is the Contractor's responsibility to insure the cost of bonds is included in their Bid Total amount, should their proposal exceed \$25,000.

Company Name: _____ Date: _____

Contractor's License No: _____ Expiration Date: _____

Address: _____ DIR No: _____

Signature: _____ Payment Terms: _____ (Prompt Pay Discount)

Print Name: _____ Title: _____

Appendix A
Glen Avon YMCA Improvement Project
9254 Galena St.
Riverside, CA 92509

1. **Intent:** The County of Riverside's Economic Development Agency is seeking bids for the Glen Avon YMCA Improvement Project for working including, but not limited to, ADA ramps, revised striping, fencing, and an additive alternate for drainage improvements to the playgrounds. The Glen Avon YMCA is located at 9254 Galena St, Riverside, CA 92509. Work to be performed in strict accordance with the SOW listed below.

2. **FEDERAL FUNDING:** This project is being financed with **Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570)** and subject to certain requirements including: compliance with *Section 3 (24 CFR Part 135) Economic Opportunities requirements; payment of Federal Davis-Bacon prevailing wages; Federal Labor Standards Provisions (HUD 4010); Executive Order #11246; and others.* Information pertaining to the Federal requirements is on file with the County of Riverside Economic Development Agency.

3. **PREVAILING WAGES:** This project requires the payment of both State of California and Federal Davis Bacon Act prevailing wages and certified payroll. The successful Bidder receiving the contract award, as well as all subcontractors, shall pay the higher of either the State prevailing wage or the Federal Davis Bacon Act prevailing wage for all labor classifications.

To assist the Contractor, the Federal Davis Bacon Act wages are listed below in General Decision Number: CA170036 Modification Number: 18 Date: 12/22/17
<https://www.wdol.gov/wdol/scafiles/archive/davisbacon/2017/ca36.r18>.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the 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, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

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

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the County, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The County shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the County may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information. Additional information is available from the Department of Industrial Relations web link: <http://www.dir.ca.gov>

4. Scope of Work: The Contractor shall furnish all labor, supervision, materials, parts, tools, equipment, transportation and services necessary to perform work detailed below:

- a. Add new ADA Ramps;
- b. Striping;
- c. Add new Chain Link Cage fencing;
- d. Fencing;
- e. ADD ALTERNATE: All drainage work identified on Sheet 2 of 3 of the project Plans dated November 2017.

NOTES:

- All work must be performed in strict accordance with all applicable Federal, State and Local building codes and requirements to ensure the project meets County design, intent and performance requirements.
- All work to be performed **AFTER 3pm** regular business hours.

5. MANDATORY Bidder's Conference: A mandatory Pre-Bid Conference will be conducted on 2/13/18, commencing promptly at 10:00 a.m., at 9254 Galena St, Riverside, CA 92509. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding. Sign language services are available for the Pre-Bid Conference upon written request received by (951) 955-8274 at Erik Sydow at least three (3) business days prior to the Pre-Bid Conference.

6. Contractor's Requirements: The successful contract must adhere to the following:

- a. Must possess a "A" General Engineering License or a "B" General Contractor with the appropriate "C" Class specialty subcontractors issued by the State of California and registered with the California Department of Industrial Relations.
- b. Prior to the issuance of a purchase order, provide to the County's Project Manager a certificate of liability insurance form listing "the County of Riverside" as additional insured and proof of Worker's Compensation Insurance for his employee and/or sub-contractors.
- c. Pay his employees the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract.
- d. Prior to the commencement of work, the contractor is required to provide to the County's Project Manager, a list of employees who will be performing work on site. In addition to their names, we required copies of valid California Driver's License and/or California State identification card.
- e. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.
 - e.1 The successful contractor will fully cooperate with the assigned 3rd party consulting firm if one is retained by county.
 - e.2 When subcontractors are utilized, the successful contractor is to provide with their proposal, a separate sheet listing each subcontractor, their CSL number DIR certification numbers.

- f. Adhere to the County's General Conditions which can be obtained from Riverside County Purchasing & Fleet Service's website, at www.purchasing.co.riverside.ca.us/terms.aspx 116-220 for projects under \$25,000 and 116-222 for projects over \$25,000.

- 7. **Bonds:** The following applies:
 - a. Proposals under \$25,000 do not require bonds.
 - b. For proposals between \$25,000 to \$45,000, the successful contract will be required to submit Bid, Performance and Payment Bonds (Bid Bond is attached).

9. **Scheduling:** 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 County 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. No portion of the work shall begin without the Contractor giving notice and obtaining approval from the Project Manager. **Because the site is an active day care facility with children, Contractor shall complete the project on the weekend or after 6:00 PM.**

- 10. **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.
 - b. Upon Project Manager's request, the Contractor shall provide evidence of a minimum of five (5) years' experience performing this type of work.

11. **Clean-Up:** The work area shall be kept clean at all times during construction. Protect floors and all adjacent surfaces by use of drop cloths and other means. 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 indoor areas of construction shall be vacuumed clean of all dust at the completion of each workday.

The County of Riverside 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 County Riverside property to an appropriate dumpsite.

12. **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, but shall apply continuously. Contractor shall conform to all governing safety regulations. Work shall be scheduled during normal working hours and shall be done in such a manner as to keep disruption of County business to a minimum.

13. **Warranties:** All warranty work listed below shall be completed within two (2) weeks of written notice by the County.

- WORKMANSHIP: A one-year (365 days) unconditional warranty shall be in effect.
- EQUIPMENT: All equipment shall carry the manufacturer's standard warranty.
- 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: N/A



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: Glen Avon YMCA Improvement Project.

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.



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.

(Firm Name – Principal)

Affix Seal if Corporation

(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