

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

**PUBLIC WORKS
NOTICE INVITING BIDS**

1. The **COUNTY OF RIVERSIDE**, herein called County, invites sealed bids for:

Eddie Dee Smith Senior Center - Tenant Improvement Project Flooring Phase

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: Eddie Dee Smith Senior Center
5888 Mission Blvd.
Jurupa Valley, CA 92509

ESTIMATED PROJECT COST: \$ 58,000

-
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: Will be provided at Job Walk on 1/25/2018.**
- Note:** Included in this solicitation is **RFB #EDARC-056A Attachment #1** which includes information regarding Federal funding (Mandatory Language Small Contracts. Oct 2017.No Section 3)
- b. **GENERAL CONDITIONS:** The Conditions applicable to the work are: **116-222 General Conditions – Public Works over \$25k** and the document can be found at the following link: <http://purchasing.co.riverside.ca.us/Terms.aspx> .
- c. **PURCHASING WEBSITE:** Addenda, registration and other information related to the RFB are available at www.purchasing.co.riverside.ca.us
3. **LICENSE REQUIRED** - The following license is required for this project: **General B – General Building Contractor** and/or **C-15 Flooring and Floor Covering Contractors** and **C-54 - Ceramic and Mosaic Tile Contractor** issued by the State of California. Contractor shall obtain, maintain and pay all licenses associated with construction activities, such as business licenses, Contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Sum.
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.

5. **TIMELINES** -

**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

Request for Bids #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

Return bid to address above:

1. Release of Request for Bids:	Date: <u>January 17, 2018</u>
2. Mandatory Bidder Conference: 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. If an emergency arises, contact the Procurement Contract Specialist for further information. Cell#: 951-204-9876 – Melissa Etter, PCS	Date: <u>January 25, 2018</u> Time: <u>2:00 p.m.</u> Location: Meet in the lobby
3. Deadline For Submission Of Questions: Email: metter@rivco.org (E-mail preferred) or Fax: 951-955-3730 It is the responsibility of the bidder to confirm transmission of correspondence.	Date: <u>January 26, 2018</u> Time: No later than <u>1:30 p.m.</u> Must be in the form of an Email
4. Deadline For Bids: Late Bids will not be accepted	Date: <u>January 31, 2018</u> on or before 1:30 PM Pacific time

6. **BID SUBMITTAL** - All bids must be submitted on the Bid Forms pages 5 through 10. 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.

**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

Request for Bids #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

Return bid to address above:

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.
11. **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.
12. **PREVAILING WAGES:** 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 County of Riverside's Economic Development Agency 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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

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, 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. 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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

BID FORM
Page 1 of 4

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

Item	Description	Quantity	Unit	Unit Price	Amount
1.	Remove, and dispose of Existing flooring, base, and all related work.	_____	S.Y	\$ _____	\$ _____
2.	Installation of Shaw Peto II Carpet and Base	_____	S.Y	\$ _____	\$ _____
	Installation of Shaw LVP Planks 6" and Base	_____	S.F	\$ _____	\$ _____
	Installation of Ceramic Tile and Bullnose	_____	S.F	\$ _____	\$ _____
3.	All Other General Work Identified (Labor, Material & All Others)	1	Lot	\$ _____	\$ _____

ETA for Product Delivery: _____

(Note – Bidder is to fill in the quantity of the material needed based on their measurements at the Job Walk and include the lead time for product delivery. If product cannot be received and work scheduled to meet the deadlines of this project, Bidder may be deemed non-responsive to the request.)

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. _____ 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 no later than March 26, 2018. For funding of this project, work completion, invoice and payment must be complete by March 31, 2018.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

BID FORM
Page 3 of 4

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.:

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

BID FORM
Page 4 of 4

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]

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

BID BOND
Page 1 of 2

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

WHEREAS, The undersigned _____ (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated _____ 20____, in the amount of _____ (\$_____)

for the award by County to Principal of a contract (“Contract”) for the following: Eddie Dee Smith Senior Center - Tenant Improvement Project Flooring Phase.

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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

BID BOND
Page 2 of 2

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 _____, 20___, 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

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

AGREEMENT
Page 1 of 2

THIS AGREEMENT, entered into this _____ day of _____, 2017, 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 **Eddie Dee Smith Senior Center - Tenant Improvement Project Flooring Phase**, 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 **no later than March 26, 2018**.

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."

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

AGREEMENT FORM
Page 2 of 2

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: _____

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

PAYMENT BOND

Page 1 of 2

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

WHEREAS, the County of Riverside ("County") on _____, 2017 has awarded Construction Contract Number: **RFB #EDARC-056A** ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project **Eddie Dee Smith Senior Center - Tenant Improvement Project Flooring Phase.**

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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

PAYMENT BOND
Page 2 of 2

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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
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 _____, 2017 has awarded Construction Contract Number: **RFB #EDARC-056A** ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project; **Eddie Dee Smith Senior Center - Tenant Improvement Project Flooring Phase**, 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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

PERFORMANCE BOND
Page 3 of 3

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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

ATTACHMENT A

Eddie Dee Smith Senior Center - Tenant Improvement Project Flooring Phase

Location:
5888 Mission Blvd.
Jurupa Valley, CA 92509

SEE BELOW FOR SPECIFIC WORK REQUIREMENTS

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to remove existing flooring and replace new Shaw or equal flooring products per manufacture recommendations. Work to be performed in strict accordance with Attachment A, Attachment #1 and all items discussed at the mandatory bidders conference.
 - a. Demo – Remove existing carpet in office areas, Computer Lab, Conference, Exercise and Storage/Fax Rooms and replace with new Pete II 26 EW24. S/N 59371 product or Equal. Note: As discussed at the job walk; ramp and stage in multipurpose room will be carpet instead of LVT.
 - b. Demo existing sheet vinyl/ LVT/VCT in various areas throughout the facility and dispose of material and replace with Shaw LVT/VCT Native Origins Vinyl Plank 6” or Equal.
 - c. Demo Ceramic Floor Tile and Replace with New Ceramic Floor Tile in two (2) Restrooms.
 - d. Furnish and Install new 4” Cove Base.
 - e. Furniture moving as required for demo and installation of flooring.
 - f. **Work must be completed by March 26th, 2018.**

2. Additional requirements:
 - Contractor must perform all work 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.
 - 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.
 - All work to be performed **after** regular business hours. Note: “After Hours” will mean work started after the close of the center at 3:00 pm.
 - Certified Payroll is required on this project. See Form 116-222 Public Works General Conditions.
 - 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.

**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 #EDARC-056A

Bid Issue Date: 1/17/2018
Job Walk Date: 1/25/2018
Bid Closing Date: 1/31/2018
on or before 1:30 P.M. Pacific Time

A2.0 Bill of Materials / Project Service:

ITEM DESCRIPTION	COLOR	QUANTITY	UOM
Peto II 26 EW24. S/N 59371. 21 cartons	71309/Indian Chai Tea		SY
Native Origins-Luxury Vinyl Plank 6". S/N0116V. 220 cartons	TBS/To Be Selected		SF
N5000 Pressure Sensitive Adhesive			GAL
4100 Floor Adhesive for LVT/Boxed Goods			GAL
Webcrete 95			EACH
Bullnose			LF
Chapco C400 Cove Base Adhesive			EACH
Base - Furnish 4"			LF
Base - Install 4"			LF
Removal of existing resilient			SF
LVT/VCT Disposal			SF
Carpet Disposal			SY
Sheet Vinyl Disposal			SY
Carpet Removal			SY
Removal of existing Sheet Vinyl			SY
Furniture Moving			HOURS
Carpet Tile Installation			SY
Demo Ceramic			SF
Install Ceramic			SF
Floor Prep			HOURS
Install LVP			SF
Supplemental Benefits (if applicable)			HOURS
Freight			EACH
California Carpet Assessment as required by AB2398			EACH
All applicable Taxes and Fees			EACH

SY - Square Yard
SF - Square Foot
LF - Linear Foot
GAL - Gallon