

**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 #WMARC-371**  
  
Bid Issue Date: 2/5/2019  
Job Walk Date: 2/6/2019  
Bid Closing Date: 2/19/2019  
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:  
**Asbestos Clean-up at the Badlands Landfill, Residential Pad Lane 5**

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:

PROJECT SITE:  
**Badlands Landfill**  
31125 Ironwood Avenue  
Moreno Valley, CA. 92553

ESTIMATED PROJECT COST: **\$10,000.00**

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2. **CONTRACT DOCUMENTS** - Each bid shall be in accordance with all of the Contract Documents.
- a. **ATTACHMENTS:** The following attachments are applicable to this project and made part of the Contract Documents:
- i. **Doc# 235539:** Asbestos Procedure 5
  - ii. **Doc# 235538:** Asbestos Survey Report
- A digital copy of Attachments A through E in PDF format will be made available on Purchasing's website for downloading free of charge:  
[www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) on the Open Bids Page for Public Works under \$175,000
- The Contract Documents including Attachments A through E 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: **ASB and/or C22**  
The contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal facilities and other required items necessary to complete Asbestos Abatement Services (Load Removal) that are in strict accordance with the "Asbestos Survey report" at the site address listed below. The Asbestos survey is attached with the RFB request.

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- a. The Procedure 5 has been prepared by the third party Certified Asbestos Consultant. Your company must also be an approved vendor through the County of Riverside. Upon job completion, a final report must be submitted with the following but limited to:
- i. Copies of workers monitoring result
  - ii. Copies of manifests for the waste shipments
  - iii. Copies of daily meetings
  - iv. Copies of job-site supervisor notes
  - v. Copies of all workers/ supervisor training certificates
  - vi. Copies of AQMD notifications

**4. Site Address (Badland Landfill – Residential Lane 5):** 31125 Ironwood Ave., Moreno Valley, CA. 92555

**5.** 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.

**6. TIMELINES -**

1. <b>Release of Request for Bids:</b>	<b>Date: February 5, 2019</b>
2. <b>Mandatory Job Walk:</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.  Hazardous Waste Inspection Brandy Green can be reached at (951) 840-8346 in the event any issues arise the day of the bidder's conference.	<b>Date: February 6, 2019</b> <b>Time: 9:30 a.m.</b> Location: 31125 Ironwood Ave., Moreno Valley, CA. 92555
3. <b>Deadline For Submission Of Questions:</b> Email: <a href="mailto:pcarter@rivco.org">pcarter@rivco.org</a> ( <b>E-mail preferred</b> ) or Fax: 951-955-3730 It is the responsibility of the bidder to confirm transmission of correspondence.  Questions received in writing <u>prior</u> to the Job Walk will be answered / discussed at the mandatory meeting.	<b>Date: February 11, 2019</b> <b>Time: No later than 1:30 p.m.</b> Must be in written form <b>NOTE:</b> Questions received in writing will be answered in a written addendum. Answers provided any other way is for informational purposes only and will not be considered an amendment to the bid.
4. <b>Deadline For Bids:</b>	<b>Date: February 19, 2019</b> on or before 1:30 PM Pacific time

- 7. BID SUBMITTAL** - All bids must be submitted on the Bid Form (pages 5 through 9). 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.** In route to the Purchasing and Fleet Services department is a very active train track. Please give yourself enough time to deliver your proposal.
- a. **Additional information MUST be submitted:**
    - i. Copy of current **CSLB** required for the project

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- ii. Copy of current Department of Industrial Relations (**DIR**) registration
  - iii. Project schedule (if applicable – to be determined at the mandatory job walk)
  - iv. Warranty documents (if applicable)
- b. **Note:** Agreement, Payment and Performance bonds are only required from the awarded contractor. These documents are made a part of this solicitation as a matter of information until such time the awarded contractor is requested to complete them.

**ALL BIDS SHALL BE DELIVERED TO:**

**COUNTY OF RIVERSIDE  
PURCHASING AND FLEET SERVICES  
RFB #WMARC-371  
2980 Washington Street  
Riverside, CA 92504-4947**

8. **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.
9. **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 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.
10. 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.

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- 11.** For projects exceeding \$25,000 will required payment and performance bonding prior to issuance of a Purchase Order. Only 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 Description</b>	<b>Amount</b>
1. AQMD notification fees (including expedited Procedure 5 approval and notification)	\$ _____
2. Mobilization Costs	\$ _____
3. Disposal Costs	\$ _____

**BASE BID**

The undersigned agrees to perform all work required for this project for the sum of: \$ \_\_\_\_\_  
(List sum of items 1 through 2)

**10% Project Contingency** \$ \_\_\_\_\_

**BASE BID PLUS CONTINGENCY:** \$ \_\_\_\_\_

In the event of an error on product quantity, the unit price will be extended or subtracted to cover the actual total.

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: \_\_\_\_\_

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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 \$00.00 per day for each calendar day beyond the allowed time stated in the Contract Documents after which the work is completed. **(Not applicable to this project.)**

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 four (4) calendar 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:

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Type of Organization:

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Signature:

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Name and Title:

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Address of Bidder:

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Telephone No.:

Email:

---

Contractor's License No.:

Classification:

Expires:

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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 \_\_\_\_\_, 2019, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_)

for the award by County to Principal of a contract (“Contract”) for the following: Asbestos Clean-up at Badlands Landfill Residential Pad Lane 5

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 \_\_\_\_\_, 2019, 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 Parking Lot Repaving Project for Fire Administration, 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 four (4) calendar 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 \_\_\_\_\_, 2019, has awarded Construction Contract Number: RFB # WMARC-371 ("Contract") to the undersigned \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project; Asbestos Clean-up at Badlands Landfill Residential Pad Lane 5

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 #WMARC-371**  
  
Bid Issue Date: 2/5/2019  
Job Walk Date: 2/6/2019  
Bid Closing Date: 2/19/2019  
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.



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**PERFORMANCE BOND**

Page 1 of 3

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

WHEREAS, the County of Riverside ("County") on \_\_\_\_\_, 2019 has awarded Construction Contract Number: RFB #WMARC-371 ("Contract") to the undersigned, as Principal ("Principal") to perform the work ("Work") for the following project; Asbestos Clean-up at Badlands Landfill Residential Pad Lane 5, 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  
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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.

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

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**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)**

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**ATTACHMENT A - SCOPE OF SERVICES**

**PROJECT SITE:**  
**Badland Landfill**  
**31125 Ironwood Ave., Residential Lane 5**  
**Moreno Valley, CA 92553**

**1. Scope of Service:**

Scope of work for this site may include but are not limited to clean-up and abatement load removal from the Badlands Landfill. A California licensed asbestos contractor must be retained to conduct the clean-up.

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

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**ATTACHMENT B**

**116-222 General Conditions – Public Works over \$25K** may be applicable to this project. The terms and conditions document can be found online at the County of Riverside Purchasing and Fleet website for terms: <http://www.purchasing.co.riverside.ca.us/Terms.aspx>

Click on the link for the document number / title referenced above.