

PKARC-0247

REQUEST FOR BIDS FOR CONSTRUCTION IMPROVEMENTS HARFORD SPRINGS RESERVE STAGING AREA PROJECT

21470 GAVILAN ROAD
PERRIS, CA 92570
January 26, 2021



Prepared by:

Riverside County Regional Park and Open-Space District
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SECTION 1

NOTICE INVITING BIDS

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District (“DISTRICT”) invites sealed bids for construction improvements of the following project (“Work” or the “Project”):

Harford Springs Reserve Staging Area Project (PKARC 0247),
located at 21470 Gavilan Road, Perris, CA 92570

The DISTRICT is seeking bids for a project that is not to exceed \$400,000 dollars in construction cost. The DISTRICT has completed the bid set and the specifications for the development of an equestrian based staging area that will include: the creation of an approximately 1.8-acre day-use parking and staging area (Project site) in the southeast corner of the Park, located immediately west of Piedras Road, approximately 750 feet from the intersection of Piedras Road and Idaleona Road. The proposed day use parking and staging area would provide additional parking for approximately 10 truck and horse trailer combinations, including 1 space that would meet Americans with Disability Act of 1990 (ADA) requirements, and 5 parking spaces for passenger vehicles, including 1 space that would meet ADA requirements. Additionally, the day-use parking and staging area would provide additional recreational amenities including hitching posts and picnic tables.

Development of the proposed day use parking and staging area would involve minimal vegetation clearing and grubbing, rough and finish grading, base compaction, limited concrete paving for ADA spaces, delineation of individual parking spaces, and construction of a perimeter split rail fence.

The performance period for this project including all project submittals, reviews, and actual construction will last no more than one hundred and twenty (120) calendar days or by October 31, 2021, whichever comes first. This is including project completion, punch list, and issuance of the Notice of Completion.

On or after January 26, 2021, complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at www.e-arc.com. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attention: Luis Medina, Buyer II
Fax: 951-955-4726
lumedina@rivco.org
See www.rivcoparks.org for DISTRICT information.

There will be a mandatory pre-bid meeting held on February 4, 2021 at 10:00 am, however prospective bidders are encouraged to visit the site and review the area. Due to COVID-19 restrictions, this meeting may be switched to a Virtual meeting. If the PRE-BID Meeting is virtually conducted, all parties who have RSVP will be sent the link and log in information. **The reserve is located at 21470 Gavilan Road, Perris, CA 92570.** It is important that potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner, and how this will affect the bid amount.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents.

All bids are due no later than **2:00 PM, Friday, February 19, 2021. Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Due to COVID restrictions, public opening of Bids will be conducted via video conference. All parties who have submitted a Bid will be sent the link and log in information Bids may also be submitted via email to lumedina@rivco.org

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

The awarded prime contractor shall post job site notices as prescribed by regulation at start of contract. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner, in the manner as required in Labor Code Section 1771.4.

In accordance with the provisions of California Public Contract Code Section 3300, the DISTRICT requires that the Bidders possess, at the time of submitting a bid for this project, at the time of award of a contract for the Project, and at all times during the Work, the following classifications of California Contractors License: "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. Contractors whether General Contractor or specialty contractor proposed in this bid must hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the appropriate license classifications required by applicable laws for the classifications of the work to be performed and be registered with the California Department of Industrial Relations. It is the responsibility of the Bidder to review the bid package and ensure that all licenses required to perform the Work contained herein have been obtained and are current, including checking to make certain a subcontractor listed possesses the appropriate license for the specialty subcontracted

This project requires the payment of prevailing wages and certified payroll.

Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works.

The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The awarded prime contractor shall post all pertinent wage determinations on the jobsite at all times and shall post job site notices prescribed

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
21470 GAVILAN ROAD, PERRIS, CA 92570
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

by regulations and comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 1773.1, 1774, 1775, 1776, and 1777.5.

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 DISTRICT, 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 DISTRICT 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 DISTRICT 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.

Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request. Additional information is available from the Department of Industrial Relations web link: <http://www.dir.ca.gov>

Substitution of securities for any moneys withheld by DISTRICT shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: **Luis Medina, Buyer II, at lumedina@rivco.org or Fax: 951-955-4319,**

Kecia Harper
Clerk to the Board of Directors

SECTION 2

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

Construction Improvements for Harford Springs Reserve Staging Area Project (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570.

A. Form of Bid

The bid must be made on the attached Bid Form which must be completely filled in, sealed, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a bidder's security in the form of cash, a certified or cashier's check payable to the DISTRICT in an amount not less than 10% of the amount bid (including all Bid Alternates) or a Bid Bond in the amount equal to at least ten percent (10%) of the total amount bid (including all Bid Alternates) and duly executed by an admitted surety insurer, using the form provided herein,. Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

B. Submission of Bid

The bid must be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Proposal for: **Construction Improvements for Harford Springs Reserve Staging Area Project (PKARC 0247), located at 21470 Gavilan Road, Perris, CA 92570** must state the name and address of the submitting contractor. Each bid shall be signed by the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.

C. Contract Documents

The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid. The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding and Contract Documents, including without limitation, the Drawings, Plans, Specifications, Instructions to Bidders and Bidding Documents, and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination, and violations of any applicable laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period of performance for construction required by the Bidding Documents.

D. Contractor's License

A contractor submitting a bid for this project shall have a current **California Class "A" Engineering Contractor license or a Class "B" General Contractor license, with the appropriate Class "C" Specialty Class license(s), "C" license or demonstrated list Subcontractors holding the necessary class license will be accepted. All subcontractors** proposed in this bid must hold current, active, in good standing and appropriate licenses issued by the State of California. **All contractors regardless of classification must be registered with the California Department of Industrial Relations.**

E. Interpretation of Documents

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between parties or trades, and similar matters, shall be promptly brought to the attention of the DISTRICT. All interpretations of, or

changes to, the Contract Documents shall be in writing only and issued by the DISTRICT in the form of a written addendum. No other interpretations or changes shall be valid or binding.

F. Addenda

DISTRICT reserves the right to issue addenda to the Contract Documents at any time prior to Seventy-Two (72) hours before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued (plan holders). Each potential bidder shall leave their name, phone number, fax number, mailing address and email address at ARC Reprographics (ARC) for the purpose of receiving addenda. To be considered as a plan holder Contractor must purchase Contract Documents from ARC.

It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and to verify that Contractor has received ALL addenda prior to submitting a bid. This may be done by checking ARC's website or by calling ARC's Planwell Department.

ALL information regarding this bid shall be disseminated to Contractors through ARC ONLY. No other source is official or authorized.

ARC will email or fax notifications to all plan holders of any and all addenda available. Bids must list each and every addendum issued. If Contractor does not list all available addenda on their Bid Form, their bid will be rejected.

G. Inspection of the Site

Bidders must carefully and thoroughly examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting their bid, bidders warrant that they have made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and their ability to protect existing surface and subsurface improvements. **No claim or allowance for additional time or money will be allowed due to failure of the Contractor to properly inspect the site.**

The site is available to Contractors during regular business hours of 8:00 a.m. to 5 p.m., Monday - Friday.

H. Qualification of Bidders

1. No bid will be accepted from a Contractor who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Contractor using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Contractor who cannot (or will not) give satisfactory assurance to the DISTRICT of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A Contractor may be required to submit additional information regarding their financial standing and/or work performed by them previously of a similar nature.
2. Contractor is required to provide a current and complete list of all construction related litigation that their company has been involved in during the last ten years, including work

that was performed by the Principal owners of the company under a different company name or as subcontractors.

3. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2016 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2016 California Amendments; Part 8, Title 24; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457. In the event of a conflict, the stricter requirement shall apply.
4. All Contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors prior to being authorized to participate in this project.
5. A bid shall be rejected, and a bidder shall be disqualified to bid a DISTRICT project, if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the DISTRICT.
6. By submitting bid, bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager, consultant, the consultant inspector, the landscape architect and the DISTRICT.
7. By submitting bid, bidder indicates to DISTRICT that bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Contractor for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
8. DISTRICT reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within ten (10) Calendar days of receipt of DISTRICT's request. Failure to do so may be treated by DISTRICT as grounds to reject Bidder's Bid. Failure by the DISTRICT to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

I. Disqualification of Bidders

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder has an interest in more than one proposal will cause rejection of all bids in which such bidder has an interest. If there is

any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract or in future contracts.

If a bid is submitted that appears to be unrealistically low, bidder will be asked to submit supporting documentation to verify that their bid is complete.

J. Award of Contract

The DISTRICT reserves the right to reject any or all offers, to waive any immaterial irregularity, discrepancy or technicality.

1. The award of the contract, if awarded, will be based on the Total Bid Amount. The lowest bid shall be the lowest total of the bid prices on the base contract that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

It will be awarded to the lowest responsive and responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within ninety (90) calendar days after the opening of the bids.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the DISTRICT from adding or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

2. Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the DISTRICT, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance Requirements" and "Indemnity and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the DISTRICT.
3. Contractor will cooperate with the DISTRICT to verify that an apparent low bid is responsible by submitting all documentation requested by the DISTRICT for this purpose.
4. The DISTRICT reserves the right to accept any or all alternate bid items.
5. Following public opening and reading of Bids, the DISTRICT will issue a Notice of Intent to Award identifying the name of the Bidder to whom the DISTRICT intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The DISTRICT may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.
6. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the DISTRICT shall execute the Contract and return it to the DISTRICT within

ten (10) Calendar days after issuance by DISTRICT to Bidder of the Construction Contract from the DISTRICT and prior to execution of the Construction Contract by DISTRICT.

K. BID PROTEST

Any Bidder submitting a Bid to the DISTRICT may file a protest of the DISTRICT's proposed Award of the Construction Contract provided that each and all of the following are complied with:

1. The bid protest is in writing.

The bid protest is both: Filed with and received by the Clerk of the Board at the following address, 4080 Lemon St., 1st Floor Riverside, CA 92501, less than five (5) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file the bid protest as fore stated shall constitute grounds for the DISTRICT's denial of the bid protest without consideration of the grounds stated therein.

2. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
3. Provided that a bid protest is filed in conformity with the foregoing, the General Manager, or such individual(s) as may be designated by the General Manager, in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager or his/her designee shall be final, unless overturned by the Board of Directors.
4. The Contract shall not be binding upon the DISTRICT until it has been awarded by the Board of Directors for the DISTRICT and executed by the Chairman of the Board of Directors. A formal acceptance of a bid by the DISTRICT and the execution of an Agreement by the DISTRICT Board of Directors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, DISTRICT shall mail to the CONTRACTOR a Notice to Proceed (NTP) to the address listed by the CONTRACTOR on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

L. Return of Guarantee

Bid bonds, cash or checks from unsuccessful bidders will be returned by mail to the addresses listed in their bids. The bid bond of the successful bidder will not be returned but will be exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond is exonerated.

M. Bonds

All bonds submitted by the CONTRACTOR for the project shall be issued by a surety admitted to issue such bonds in California carrying a rating of "A" or better in the current issue of "Best's Insurance Guide".

The Performance and Payment Bonds shall each be in an amount not less than 100 percent of the total amount of the Construction Contract.

N. Period of Performance

The performance period for this project including all project submittals, reviews and actual construction will last no more than one hundred and twenty days (120) calendar days or by October 31, 2021, whichever comes first. This is including project completion, punch list and issuance of the Notice of Completion. All work is to be completed no later than October 31, 2021.

O. Liquidated Damages

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the DISTRICT and that it will be impractical and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the DISTRICT, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of **Two Hundred Dollars (\$200)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated until Contractor completes the Project. It is further agreed that in the event such damages are sustained by the DISTRICT, the DISTRICT shall deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under the contract. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code Section 53069.85

P. Alteration or Changes to the Agreement

The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the General Manager may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

SECTION 3

BID DOCUMENTS

BID FORM

To: The Governing Board of the Riverside County Regional Park and Open-Space District

Date: _____

Bidder: _____
(Full Legal Business Name)

NOTE: BID FORM includes pages 15-27. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.

The undersigned Bidder having carefully and thoroughly examined the site and the Contract Documents for the **Construction Improvements for Harford Springs Reserve Staging Area Project** (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570 hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, Bidder agrees and understands that:

1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the DISTRICT.
2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The CONTRACTOR shall commence/mobilize work within five (5) calendar days of receiving a Notice to Proceed from the DISTRICT.
4. Any sub-tier contract signed by the CONTRACTOR and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the CONTRACTOR and the DISTRICT.
5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
7. CONTRACTOR must submit to the DISTRICT such additional information as DISTRICT may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the DISTRICT to determine CONTRACTOR's ability to responsibly perform the work.
8. The statements made in this bid are made under penalty of perjury.

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RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
13. All bids received by the DISTRICT are good for one hundred twenty (120) calendar days from the date of receipt.
14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,
YOUR BID WILL BE REJECTED.**

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for **Harford Springs Reserve Staging Area Project** (PKARC-0247), located at 21470 Gavilan Road, Perris, CA 92570 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

Base Bid: _____ dollars (\$ _____),

(in words)

including all applicable taxes, licenses, Bonds , contingency AND Course of **Construction Builders Risk Insurance.**

C. TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND ANY BID ALTERNATES):

_____ dollars (\$ _____),

including all applicable taxes, licenses, **Bonds AND Course of Construction Builders Risk Insurance.**

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.

2. DESIGNATION OF SUBCONTRACTORS

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the subcontractor name and location of the place of business, describe the portion of the work, public works contractor registration number issued pursuant to Labor Code Section 1725.5 and the California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work according to detailed drawings in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same service portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

In the event of an inadvertent error in listing the California contracting license number or the public works contractor registration number issued pursuant to Labor Code Section 1725.5, Bidder shall have up to twenty four (24) hours after bid opening to provide the correct license number or registration number of a listed subcontractor pursuant to Public Contract Code section 4104. Such an inadvertent error shall not be grounds for filing a bid protest or grounds for considering nonresponsive if the corrected number is provided within 24 hours and the corrected number corresponds with the submitted name and location for that subcontractor.

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by DISTRICT must be provided by bidder

PORTION OF THE WORK (Describe the Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE FAX
			PH:
			Email:
			PH:
			Email:

HARFORD SPRINGS RESERVE STAGING AREA PROJECT,
 21470 GAVILAN ROAD, PERRIS, CA 92570
 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
			PH:
			Email:
PORTION OF THE WORK (Describe the Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	PHONE EMAIL
			PH:
			Email:
			PH:
			Email:

Note: If additional space is needed attach a separate sheet and note on page 29 of this Bid Form if a sheet is or sheets are attached.

3. ADDENDA

Bidder acknowledges receipt of the following addenda:

4. SITE INSPECTION

Person who inspected the site on behalf of the bidder:

NAME: _____

TITLE: _____

DATE OF INSPECTION: _____

5. PROJECTS OF SIMILAR NATURE

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed. **IT IS REQUIRED THAT CONTRACTOR, AND/OR CONTRACTOR'S SUB-CONTRACTOR, HAVE PREVIOUS EXPERIENCE WORKING ON SPLASH PAD EXPANSIONS and SIMILAR INSTALLATION RELATED PROJECTS.**

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. **If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.**

PROJECT NAME	PROJECT ADDRESS	OWNERS NAME	OWNERS PHONE/EMAIL
1.			PH:
			Email:

2.			PH:
			Email:
3.			PH:
			Email:
4.			PH:
			Email:
5.			PH:
			Email:

6. Additional Pages:

CONTRACTOR has attached the following additional pages to this bid form:

7. LICENSE AND REGISTRATION

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s) and Bidders must have a current registration with the Department of Industrial Relations (DIR) in order to bid on public works projects. Proof of registration is required

License Class: _____

License No: _____

Expiration Date: _____

Department of Industrial Relations Registration Number: _____

8. BIDDER DATA:

Full legal name of firm: _____

Name under which firm
 conducts business: _____

Address: _____

Phone: _____

Email: _____

Type of Organization (corporation, partnership, etc.):

Person(s) authorized to sign for Bidder: _____

Note: If Bidder is a **Corporation**, state legal name of Corporation and also names of the president, vice-president, secretary, treasurer and manager thereof.
If Bidder is a **Co-Partnership**, state true name of firm and also names of all individual co-partners composing firm.
If Bidder is a sole proprietorship or an **Individual**, state first and last name(s) in full.
If Bid is signed by an agent other than an owner, partner or corporate officer, Bid shall be accompanied by a power-of-attorney.

Contractor's license number: _____
License Classification(s): _____
Expiration date: _____
Department of Industrial Relations Registration Number: _____

9. BIDDER SIGNATURE

By my signature on this Bid, I certify, under penalty of perjury under the laws of the State of California, that all the information on this form is true and correct.
IN WITNESS WHERE OF Bidder/Contractor executed this Bid as of the date set forth on page **B1** of this Bid.

Signature: _____

Name: _____

Title: _____

Date: _____

BID BOND

1. _____, "CONTRACTOR", has submitted its bid to **Riverside County Regional Park and Open-Space District, "DISTRICT,"** for the construction of the public work for **Construction Improvements for Harford Springs Reserve Staging Area Project (PKARC 0247)**, located at 21470 Gavilan Road, Perris, CA 92570, in accordance with the Notice Inviting Bids from DISTRICT.
2. _____, a _____ corporation, "Surety", is the surety of this bond.

Agreement:

We, CONTRACTOR as principal and Surety as surety, jointly and separately agree and state as follows:

- A. The amount of the obligation of this bond is 10% of the amount of CONTRACTOR's bid and inures to the benefit of DISTRICT.
- B. This bond is exonerated by: (1) DISTRICT rejecting CONTRACTOR's bid; or, (2) if CONTRACTOR's bid is accepted, CONTRACTOR executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of DISTRICT resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which DISTRICT may accept the bid and waives notice of any such extension.
- D. This bond is binding upon the heirs, executors, administrators, successors and assigns of CONTRACTOR and Surety.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

(Seal)

(Seal)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

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 to 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 his or her bid price or 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]

Iran Contracting Act Certification

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a DISTRICT contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 calendar days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS;

OR

b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 calendar days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

CONTRACTOR'S WORKERS' COMPENSATION CERTIFICATION

California Labor Code Section 3700, in relevant part, provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name of Contractor)

By:

(Name of Signer)

(Signature)

(Title)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: between County of Riverside ("County")
and ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the County or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: _____

Contractor Name: _____

Signature: _____

Print Name: _____

Title: _____

VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS' DIR REGISTRATION

As a prime or subcontractor on one or more public works projects, you are subject to the requirements of the State of California's Senate Bill 854 (SB-854). This notice serves as a reminder of the requirements of the bill and the phases for compliance established by the bill.

All contractors, regardless of tier, must be registered with the State of California Department of Industrial Relations in order to bid or work on any public works project.

- This is an annual registration that expires June 30 of every year.
- If your registration expires on June 30, 2020, you must renew it before July 1, 2021, or pay a penalty of \$2,000 if you renew after that date. See the News Release No.: 2015-117 from the California Department of Industrial Relations, here: <http://www.dir.ca.gov/DIRNews/2015/2015-117.pdf>

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between County of Riverside ("County") and _____ ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA").

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between _____ the
County of Riverside ("County") and _____
("Bidder") ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The County is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County is a local agency under California law and requires all contractors on County projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the County determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between County of Riverside ("County") and _____ ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for the County.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SECTION 4

CONSTRUCTION CONTRACT AND RELATED DOCUMENTS

CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into at Riverside, California on _____, by and between the **Riverside County Regional Park and Open-Space District, a special district**, thereafter called "**DISTRICT**" and _____, a _____, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 hereafter called "Project," and all appurtenant work in accordance with the Contract Documents identified below and DISTRICT has awarded the Contract to Contractor said bid.
2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
 - a. This Construction Contract;
 - b. The Notice Inviting Bids for the Request for Bids for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable DISTRICT, State and Federal requirements for the project;
 - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - e. Any change orders issued for the project;
 - f. Any additional or supplemental specifications or drawings issued for the project; and
 - g. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.
5. Contract Time: This Contract shall remain in effect until all work has been completed, Notice of Completion has been issued by the District, and all payments have been made to Contractor. All work is to be completed no later than April 16, 2021.
6. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

A. BASE BID:

Provide base bid scope in accordance with the Contract Documents for (PKARC 0247) the **Construction Improvements for Harford Springs Reserve Staging Area Project**, located at 21470 Gavilan Road, Perris, CA 92570 price indicated below:

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the Bid Alternate items.

Base Bid: _____ dollars (\$ _____),
(in words)

including all applicable taxes, licenses, Bonds , contingency AND Course of **Construction Builders Risk Insurance.**

B. BID ALTERNATES:

C. TOTAL BID AMOUNT (GRAND SUM TOTAL OF BASE BID AND BID ALTERNATES):

_____ dollars (\$ _____),
(in words)

including all applicable taxes, licenses, **Bonds AND Course of Construction Builders Risk Insurance.**

NOTE: Lowest responsive/responsible bidder will be based on the lowest bid price on the base contract (Base Bid Amount) without consideration of the prices on the bid alternate items.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR:

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

Dated: _____

**OWNER:
RIVERSIDE COUNTY REGIONAL PARK and
OPEN-SPACE DISTRICT**

**APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL**

By: _____
Kevin Jeffries
Chairman
Board of Directors

By: _____
Kristine Bell-Valdez
Supervising Deputy County Counsel

DATE: _____

DATE: _____

**ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM**

By: _____
Deputy

PAYMENT BOND

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

(Page 1 of 2)

WHEREAS, the Riverside County Regional Park and Open-Space District ("District") has awarded Construction Contract Number: BID # PKARC 0247 ("Contract") to the undersigned _____, as Principal ("Principal") to perform the work ("Work") for the following project: **Harford Springs Reserve Staging Area Project**.

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. 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 District in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District 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 District, 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.

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 District or Principal.

PAYMENT BOND

Page 2 of 2

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 District's rights against the others.

(Proper name of Principal)

(Corporate Seal of Principal, if Corporation)

By:

Signature of Principal authorized representative

Print or type authorized representative's Name

Print or type Principal's Address

(Corporate Seal of Surety)

Surety
By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

PERFORMANCE BOND
(Public Work – Public Contract Code Section 20129 (b))
(Page 1 of 3)

WHEREAS, the Riverside County Regional Park and Open-Space District (“District”) has awarded Construction Contract Number: PKARC 0247 (“Contract”) to the undersigned _____, as Principal (“Principal”) to perform the work (“Work”) for the following project: **Harford Springs Reserve Staging Area Project**, 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 District in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District 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 District, 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 District, 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.

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District 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 District

PERFORMANCE BOND
(Page 2 of 3)

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 District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District 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 District and applicable laws. Unless otherwise approved by District, 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 District or its successors or assigns.

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

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.

(Remainder of page intentionally left blank)

PERFORMANCE BOND
(Page 3 of 3)

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 District's rights against the others.

(Proper name of Principal)

(Corporate Seal of Principal, if Corporation)

By:

Signature of Principal authorized representative

Print or type authorized representative's Name

Print or type Principal's Address

(Corporate Seal of Surety)

Surety
By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate and Required Acknowledgments)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

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