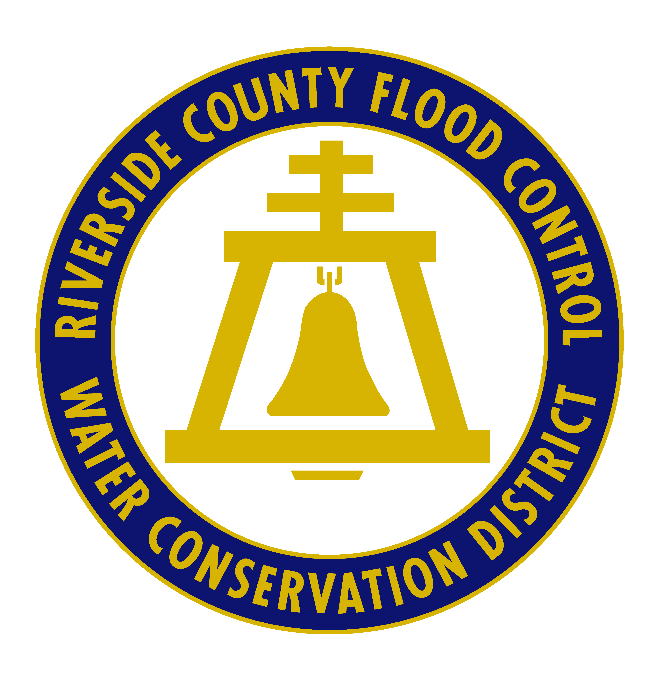
**RIVERSIDE COUNTY FLOOD CONTROL**

**AND WATER CONSERVATION DISTRICT**

**REQUEST FOR BID # FCARC-00181**

**ASBESTOS ABATEMENT AND INTERIOR DEMOLITION NPDES LAB**



By:

Marilyn Weisenberg

Administrative Services Supervisor- Purchasing

Riverside County Flood Control

and Water Conservation District

1995 Market Street

Riverside, CA 92501

Telephone: 951.955.4348

Email: [mcweisenberg@rcflood.org](mailto:mcweisenberg@rcflood.org)

**UNSPSC CATEGORY Code(s): 76101602, 76101600, 76100000**

**PUBLIC WORKS**

**NOTICE INVITING BIDS**

1. The **Riverside County Flood Control and Water Conservation District**, herein called District, invites sealed bids for:

The complete and other related work for **ASBESTOS ABATEMENT AND INTERIOR DEMOLITION** **FOR THE NPDES LAB LOCATED IN BUILDING 4 ON THE DISTRICT'S CAMPUS**. The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents:

SITE: Riverside County Flood Control and Water Conservation District

1995 Market Street

Riverside, CA 92501

ESTIMATED PROJECT COST: $125,000.00

1. **CONTRACT DOCUMENTS -** Each bid shall be in accordance with all of the Contract Documents.
   1. **SAMPLE CONTRACT**: A sample contract applicable to the work is included in this Request For Bid (RFB).
   2. **PURCHASING WEBSITE:** Terms and Conditions, related to the RFB are available at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us)
   3. **DISTRICT WEBSITE:** Addenda, and other information related to the RFB are available at <http://rcflood.org/>
2. **LICENSE REQUIRED -** The following license is required for this project: (C-22- Asbestos Abatement Contractor and B - General Building Contractor)
3. Any contact with District personnel regarding this procurement, other than the Purchasing Specialist identified in this RFB, may result in disqualification of your bid.
4. **TIMELINES -**

|  |  |
| --- | --- |
| 1. **Release of Request for Bids:** | **Date: August 23, 2023** |
| 1. **Mandatory Bidder Conference**:   Attendees more than five minutes late will not be allowed to attend. Bids will not be accepted from bidders that did not attend the mandatory bidder conference. | **Date: September 12,2023**  **Time**: **9:00 a.m.**  Location: Riverside County Flood Control  and Water Conservation District Located at:  1995 Market Street  Riverside, CA 92501  Inside the Lobby of the District  **Cell No. 951.318.7774, Marilyn Weisenberg** |
| 1. **Deadline for Submission of Questions:**   Email: [mcweisen@rivco.org](mailto:mcweisen@rivco.org)  It is the responsibility of the bidder to confirm  transmission of correspondence. | **Date:** **September 15th, 2023**  **Time:** No later than **3:00 p.m.** Pacific Standard Time  Must be in the form of an Email |
| 1. **Deadline for Bids**:   It is the responsibility of the bidder to confirm  transmission of correspondence. | **Date: Tuesday**, **September 26, 2023** on or before 1:30 p.m. Pacific Standard Time |

1. **BID SUBMITTAL** - All bids must be submitted with the provided Bid Form (pages 6 through 12). The bid shall be delivered (no e-mail delivery) to the District at the address stated below on or before 1:30 p.m. on the closing date. The RFB number, title, and closing date and time shall appear on both the envelope and the bid cover sheet. Under no circumstances will a bid be accepted after the closing date and time.

**BIDS SHALL BE DELIVERED TO:**

Riverside County Flood Control

and Water Conservation District

1995 Market Street

Riverside, CA 92501

Attention: Marilyn Weisenberg – Purchasing

1. **UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Act)** - The District has adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.) pursuant to County Ordinance No. 16. The District, through its Chief Engineer, may bid and award a contract pursuant to the procedures stated in the Act. The Chief Engineer's current maximum authority under the Act is $200,000.00 for a single contract. All applicable public works requirements still apply.
2. **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.

The District 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. This information can be obtained at the California State Department of Industrial Relations, 464 West Fourth Street, San Bernardino, CA 92401.

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.

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.

The awarded bidder will be required to furnish performance and payment bonds and insurance documents in accordance with the requirements stated in this RFB.

**INSTRUCTIONS TO BIDDERS**

1. **Contractor REGISTRATION** – The awarded bidder shall register all of its current information with the County's online database, including a W-9 and the IRS 147C forms (if necessary); 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 – (if applicable)** All pricing shall be bid F.O.B. destination, including applicable tax, permits, and licenses. The District 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 District 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. Addenda will be posted online at <http://rcflood.org/>
5. **DISTRICT RESERVATION OF RIGHTS** – The District 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 District to be most advantageous to the District.
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 District by the bidder. Any interpretation of the terms of the Contract Documents will be made only by written addenda issued by the District and available at <http://rcflood.org/>. The District will not be responsible for any other explanations or interpretations.
8. **ADDITIONAL INFORMATION** – Prior to award, the District 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 District 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 District purchase order, which shall include the Contract Documents by reference or attachment.

**BID FORM**

**Page 1 of 5**

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:

Addendum No. Date:

**BID SUMMARY**

**BASE BID**

The undersigned agrees to perform all work required for this project for the sum of: $ .

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

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

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

**PAYMENT TERMS**

Check one:

\_\_\_\_\_\_ Lump sum payment at project completion

\_\_\_\_\_\_ Progress payments (as stated in General Conditions)

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

LIQUIDATED DAMAGES - It is agreed that time is of the essence for completion of this work. Therefore, the parties agree the awarded bidder (Contractor) shall pay to the District, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of **$250.00** per day for each calendar day beyond the allowed time stated in the Contract Documents after which the work is completed.

TIME FOR COMPLETION - The work shall be commenced on a date to be specified in a written order from the District and shall be completed within (20 days) following the date specified in District's written order.

**BID FORM**

**Page 2 of 5**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with Section 4104 of the California Public Contract Code, the following is a complete list of each subcontractor who will perform work or labor or render service in or about the project in the amount in excess of ½ of 1% of the total bid.

**PORTION OF THE WORK SUBCONTRACTOR LICENSE AND % AMOUNT**

**D.I.R. NUMBERS**

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**BID FORM**

**Page 3 of 5**

**AWARD OF CONTRACT**

The bidder understands that a contract is formed upon the acceptance of its bid by the District. The bidder agrees it will promptly execute and deliver to District 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 District 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 District as a result of such failure or refusal.

Name of Bidder:

Type of Organization:

Signature:

Name and Title:

Address of Bidder:

Telephone No.: Email:

Contractor's License No.: Classification: Expires:

DIR Registration No.:

**BID FORM**

**Page 4 of 5**

**STATEMENT OF COMPLIANCE**

**TERMS AND CONDITIONS**

The respondent shall read the Required Insurance and Indemnification (Sections 11 and 12) language of the Master Agreement, included as Attachment E. The respondent is advised that the inability to conform with District contract requirements may be basis for exclusion for placement on the On-Call List.

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

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| --- | --- | --- | --- |
| **INSURANCE** | | | |
| Yes |  | No | By checking "Yes", the respondent is affirming that it has read, is able and is willing to provide the required insurance as described in Attachment E. The District will request the actual insurance form when a task order is issued.  If "No" is selected, the respondent shall attach an explanation. This explanation shall clearly indicate what alternate coverage can be provided and explain what impact the proposed alternate has on the services to be provided. |

|  |  |  |  |
| --- | --- | --- | --- |
| **INDEMNIFICATION** | | | |
| Yes |  | No | By checking "Yes", the respondent indicates that it is willing to accept the indemnification requirements as described in Attachment E.  If "No" is selected, the respondent shall attach a list of exceptions. This list of exceptions must include suggested rewording/changes, reasons for submitting the proposed exception, and any impact the proposed exception may have on the services to be provided. |

**SIGNATURE**



THE FOREGOING AND ALL INFORMATION IN THIS STATEMENT OF COMPLIANCE IS TRUE AND CORRECT.

Signature of authorized person preparing this SOC:

Signature:

Date:

Printed or Typed Name and Title:

**BID FORM**

**Page 5 of 5**

**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] |

**BID BOND**

Page 1 of 2

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

WHEREAS, The undersigned ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated 20 , in the amount of

($ ) for the award by County to Principal of a contract ("Contract") for the following: ( "Insert Project Name" ).

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 Dollars ($ ) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

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

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

**BID BOND**

Page 2 of 2

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.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of , 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

|  |  |
| --- | --- |
|  | Affix Seal if Corporation |
| (Firm Name – Principal) |  |
|  |  |
|  |  |
| (Business Address) |  |
| By |  |
| (Original Signature) |  |
|  |  |
| (Title) |  |
|  |  |
| (Corporation Name – Surety) | Affix Corporate Seal |
|  |  |
|  |  |
|  |  |
| (Business Address) |  |
| By |  |
| (Original Signature) |  |
| ATTORNEY-IN-FACT |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

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

**AGREEMENT**

Page 1 of 2

THIS AGREEMENT, entered into this day of , 20\_\_, by and between

, hereinafter called the "Contractor," and the Riverside County Flood Control and Water Conservation District, hereinafter called "District."

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, B, C and 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 Asbestos Abatement and interior demolition of the NPDES Lab located in Building 4 on the District Campus, located at: 1995 Market Street, Riverside California, 92501, 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 twenty (20) days, following the date specified in Districts written order.

COMPENSATION TO BE PAID TO CONTRACTOR: The District 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."

**AGREEMENT FORM**

# Page 2 of 2

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

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

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

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**AGREED:**

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATON DISTRICT

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

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

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

(TO BE COMPLETED UPON AWARD)

**PAYMENT BOND**

Page 1 of 2

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

WHEREAS, the ("District ") on , 20 , has awarded Construction Contract Number:

BID # (Insert Bid number)("Contract") to the undersigned ,as Principal ("Principal") to perform the work ("Work") for the following project; ( "Insert Project Name" ).

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.

**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.

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| --- | --- |
|  | Affix Seal if Corporation |
| (Firm Name – Principal) |  |
|  |  |
|  |  |
| (Business Address) |  |
| By |  |
| (Original Signature) |  |
|  |  |
| (Title) |  |
|  |  |
| (Corporation Name – Surety) | Affix Corporate Seal |
|  |  |
|  |  |
|  |  |
| (Business Address) |  |
| By |  |
| (Signature – Attached Notary's Acknowledgment) |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| ATTORNEY-IN-FACT |  |
| (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.

(TO BE COMPLETED UPON AWARD)

**PERFORMANCE BOND**

Page 1 of 3

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

WHEREAS, the County of Riverside ("County") on , 20 , has awarded Construction Contract Number: (Insert Bid #)("Contract") to the undersigned ,as Principal ("Principal") to perform the work ("Work") for the following project; ( "Insert Project Name" ), 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.

**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.

**PERFORMANCE BOND**

Page 3 of 3

|  |  |
| --- | --- |
|  | Affix Seal if Corporation |
| (Firm Name – Principal) |  |
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|  |  |
| (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.

**ATTACHMENT A**

**SCOPE OF WORK**

**ASBESTOS ABATEMENT AND INTERIOR DEMOLITION NPDES LAB**

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to complete the **ASBESTOS ABATEMENT AND INTERIOR DEMOLITION** **FOR THE NPDES LAB LOCATED IN BUILDING 4 ON THE DISTRICTS CAMPUS**. The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the Work in strict accordance with all of the Contract Documents and the Limited Asbestos and Lead Survey Report, by Magnolia Environmental, LLC, that is being provided as a separate attachment in its original PDF format.

NPDES WATER QUALITY LAB: Measures 270 square feet.

1. Abate identified asbestos and lead paint per testing documentation (please see the separate attachment: Limited Asbestos and Lead Survey Report, by Magnolia Environmental, LLC., dated May 8, 2023. The Awarded Contractor is required to adhere to California Regulations, Title 8, subchapter 4 construction safety order, article 4 dusts, fumes, mists, vapors, and gases, Section 1529 Asbestos.
2. Upon completion of the abatement process, the contractor will demo the interior portion of the lab, by removing all fixtures, cabinets, sinks and other items as notated during the Mandatory Site Walk. The Contractor will haul away all items removed and dispose of in accordance too applicable regulations.

**Demolition Activities should included but are not limited to:**

Removal and disposal of the water damaged drywall ceiling board(s).

Removal of the linoleum flooring tiles, including cleaning/striping any adhesive associated with

the tiles. (This should include the attached storage closet.)

Removal of visible floorboards.

Complete removal and disposal of the prefabricated cabinets consisting of slated counter tops,

storage, and sink. (These units are bolted to the floor, not the walls.)

Removal and disposal of wall shelves above the lab counter.

Removal and disposal of the outdated, non-functional laboratory ventilation hood.

**ATTACHMENT A**

**SCOPE OF WORK**

**ASBESTOS ABATEMENT AND INTERIOR DEMOLITION NPDES LAB**

## Additional requirements:

* + - * Contractor must perform all work in strict accordance with all applicable federal, state, and local building codes and requirements to ensure the project meets District design, intent, and performance requirements.
      * Contractor shall comply with all federal, state, and local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
      * All work to be performed during regular business hours.
      * Certified Payroll is required on this project. See Form 116-222 Public Works General Conditions.
* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.

**ATTACHMENT B**

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

X ATTACHMENT "A, B and C" PLANS/DRAWINGS SAMPLES EXHIBITS

X INSTRUCTIONS TO BIDDERS X CONTRACTOR'S QUOTE FORM X BID BOND FORM X PAYMENT BOND FORM

X PERFORMANCE BOND FORM X AGREEMENT FORM

X \*116-222 - GENERAL CONDITIONS/PUBLIC WORKS

\*OTHER TERMS AND CONDITIONS The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. To access any of these General Conditions go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendors / Standard Terms and Conditions.

**ATTACHMENT C**

**INSURANCE REQUIREMENTS**

**INSURANCE:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

1. **Workers' Compensation:** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with **limits not less than $1,000,000 per person per accident**. ***The policy shall be endorsed to waive subrogation in favor of the Riverside County Flood Control and Water Conservation District, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.***

2. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name ***Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.*** Policy's limit of liability shall not be less than **$2,000,000 per occurrence combined single limit**. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3. **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall **maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit.** If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. ***Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insured.***

4. **Professional Liability Insurance (If applicable):** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a **limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate.** Coverage provided under items; 1., 2. or 3. will continue for a period of five (5) years beyond the termination of this Agreement.

5. **Pollution and Asbestos Liability:** The Contractor shall obtain, at the Contractor's expense and keep in effect during the term of the contract, Contractor's Pollution Liability insurance covering the Contractor's liability for a third-party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing their operations under the contract.

The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the County. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

The policy's limits shall not be less than $1 Million each loss/$2 Million aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the County for review and approval.

In the event the Contractor encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the County in writing.

The work in the affected area shall not thereafter be resumed except by written agreement of the County and contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the County and Contractor.

The Contractor shall not be required to perform without consent any work relating to asbestos or PCB.

**General Insurance Provisions - All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the District, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Contractor shall cause Contractor's insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Contractor insurance carrier(s) policies does not meet the minimum notice requirement found herein, Contractor shall cause Contractor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not commence operations until the District has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the District reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

7. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the District.

9. Contractor agrees to notify District of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.