

REDEVELOPMENT AGENCY for the
County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92501
(951) 955-0169 FAX (951) 955-4890



Bid Issue Date: July 21, 2011
CLOSING DATE: Aug 16, 2011
TIME: 4:00 pm

EDA REDEVELOPMENT - NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Agency, invites sealed proposals for the **Riviera Restaurant Facade Project**. The Contractor shall furnish all parts, labor, materials, tools, rentals, equipment, disposal, transportation and supervision necessary to complete the scope of work outlined on the construction drawings with approval date of 7-14-2011. All work performed in strict accordance with Appendix A, the Drawings (Plans and Specifications) provided at the mandatory job walk.

Project Site: **Riviera Restaurant, 5633 Mission Blvd, Rubidoux, CA**

ESTIMATED PROJECT COST: **\$95,000**

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS BID

PROPOSALS: Each proposal shall be in strict accordance with the Plans and Specifications package prepared by Broeske Architects & Associates. **The Plans and Specifications can ONLY be obtained for a fee, from Mission Reprographics located at 2050 East La Cadena Drive, Riverside, CA 92507, Contact: Mario Silva (951) 686-8828. The Architect will be available at the Bidder's Conference.**

BIDDER'S CONFERENCE: A Mandatory Bidder's Conference shall be held on **Thursday August 4, 2011 at 9:00 a.m.** and located at the project site, **5633 Mission Blvd, Rubidoux, CA**

Attendance at this pre-bidder's conference is **Mandatory**. Bids from those not in attendance at the mandatory conference will be rejected by the County. No exceptions.

CONTRACTOR LICENSE TYPE REQUIRED: General Building Contractor "B" License

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS RFB

- | | | |
|-----------------------------------|-----------------------------------|--------------------|
| -INSTRUCTIONS TO BIDDER | -CONTRACTOR'S PROPOSAL FORM | -PAYMENT BOND FORM |
| - PERFORMANCE BOND FORM | -DRAWINGS, PLANS & SPECIFICATIONS | -AGREEMENT FORM |
| -*GENERAL CONDITIONS/PUBLIC WORKS | -APPENDIX A | |

(*General Conditions can be obtained by contacting Trish.)

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NOTICE INVITING BIDS

QUESTIONS – All questions regarding this RFB shall be directed in writing to Riverside County Redevelopment Agency: Attn: Trish Field; Phone: 951-955-6688; E-mail: Tfield@rivcoeda.org; Fax: 951-955-4890

Contact with other persons regarding this RFB may result in disqualification of your submittal.

PROPOSAL SUBMITTAL – All proposals must be submitted on the six (6) page Contractor's Proposal form including form including completed Proposal Breakdown, Deducts, Designation of Subcontractors, Non-Collusion Affidavit. Proposals received without these completed pages will be rejected as non-responsive.

ALL INSURANCES AND BONDS MUST BE FROM CALIFORNIA ADMITTED COMPANIES. BID PROPOSALS WILL BE NOT PUBLICLY OPENED. NO BID PROPOSAL WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME.

PROPOSALS SHALL BE RETURNED TO THE FOLLOWING OFFICE, PRIOR TO THE CLOSING DATE:

**Riverside County Redevelopment Agency
3403 10th Street, Suite 400
Riverside, CA 92501**

INSTRUCTIONS TO BIDDERS

- 1. PRICE/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.
- 2. FORMAT** – The proposal must be made on the attached Contractor's Proposal Form, filled out completely, dated and signed by the bidder or duly authorized agent in accordance with directions on the proposal form. Each proposal shall include a complete list of the Sub-Contractors proposed for every portion of the work, in accordance with Public Contract Code, Section 4100-4108, inclusive.
- 3. PRICING/TERMS/TAX** - Prices shall be firm for 60 calendar days after the closing date. All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 30 days should be considered net) including applicable tax, permits, and licenses. The Agency pays California Sales Tax and is exempt from Federal excise tax.
- 4. 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.
- 5. AGENCY'S RESERVATION OF RIGHTS** – The Agency reserves the right to reject any or all offers, to waive any discrepancy or technicality or informalities in a bid or in the bidding, and to make the award in any manner determined by the Agency to be most advantageous to the Agency. The Agency recognizes that prices are only one of several criteria to be used in judging an offer and the Agency is not legally bound to accept the lowest offer.
- 6. SUBMITTAL OF THE PROPOSAL** – Signed copies of each proposal shall be sealed in an envelope labeled with the Project Title, and closing date and time. The bid response shall be delivered to the Redevelopment Agency at the address above. Under no circumstances will a proposal be accepted after the exact closing date and time. The Agency is not responsible for late or lost mail.



7. **WITHDRAWAL OF SUBMITTAL** - A proposal may be withdrawn only prior to the closing date and time. Withdrawal of a proposal must be made in person by the bidder or someone authorized by him/her in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his bid for a period of sixty (60) days after the time set for opening thereof.
8. **DRAWINGS AND SPECIFICATIONS** - All drawings, herein enclosed, become part of the bid documents.
9. **INTERPRETATION OF THE DOCUMENTS** - Discrepancies in, and omissions from the plans, specifications or other contract documents or questions as to their meaning shall, at once, be brought to the attention of the Agency. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Agency will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Agency.
10. **ADDENDA TO THE DOCUMENTS** - The Agency reserves the right to issue such Addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.
11. **INSURANCE REQUIREMENTS** – The selected contractor will be required to maintain the insurance as follows:
- a) **WORKERS' COMPENSATION INSURANCE** - Contractor shall secure 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. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the County of *Riverside* Pursuant to Section 3700 of the Labor Code of the State of California, Contractor shall file with the Agency before commencing the Work the following signed certification "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 shall comply with such provisions before commencing the performance of the Work of this Contract."
 - b) **COMMERCIAL GENERAL LIABILITY** - Commercial General Liability insurance coverage, including but not limited to: premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury; which may arise from or out of CONTRACTOR'S operations, use, and management of the premises or the performance of its obligations hereunder. Policy shall name the County, the Agency, their Directors, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the County of Riverside. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. 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. Policy shall also contain coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.
 - c) **VEHICLE LIABILITY** - If CONTRACTOR'S vehicles or licensed mobile equipment are used on County and or Agency property, or used in any manner on behalf of the Agency, CONTRACTOR shall maintain auto liability insurance for all owned, non-owned and hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 in the aggregate. Policy shall name the County of Riverside, Agency, their Directors Officers, Special Districts, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the County of Riverside.



- d) **PROPERTY (PHYSICAL DAMAGE)** - All-Risk property insurance coverage for the full replacement value of all CONTRACTOR'S equipment, improvements/alterations, temporary structures, and systems (Care, Custody, and Control of CONTRACTOR) used on COUNTY and or Agency property, or used in any way connected with the accomplishment of the Work performed in this contract.
- e). **General Insurance Provisions - All lines:**
1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the County Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.
 2. CONTRACTOR shall cause its insurance carrier(s) to furnish the Redevelopment Agency for the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so 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. The County of Riverside, the Redevelopment Agency for the County of Riverside, their Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the Redevelopment Agency for the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the Redevelopment Agency for the County of Riverside 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 coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not take possession, or use the premises, or commence operations under this Agreement until the Redevelopment Agency for the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.**
 3. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the COUNTY'S and or AGENCY'S insurance and or deductibles and or self-insured retentions or self-insured programs shall not be construed as contributory.
 4. The Redevelopment Agency for the County of Riverside's Reserved Rights-Insurance. The Redevelopment Agency for the County of Riverside reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR becomes inadequate.
 5. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.
12. **AWARD OF CONTRACT** - The Contract shall be awarded upon written notification from the Agency and a fully executed contract between Agency and Contractor.



- 13. ADDITIONAL INFORMATION** - The Agency reserves the right to require of a bidder information regarding financial responsibility or such other information as the Agency determines is necessary to ascertain whether a bid is in fact the lowest responsible and responsive bid submitted. All references to an architect shall be deemed to refer to the Agency where no architect has been employed by the Agency
- 14. ARCHITECT** - Reference to the word "Architect" throughout these specifications shall mean Broeske Architects.
- 15. INDEMNITY AND HOLD HARMLESS** -
- a. CONTRACTOR agrees to and shall indemnify and hold the County and Agency, their officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the COUNTY and or AGENCY or any officer or employee of said COUNTY, other than the sole active negligence or willful misconduct of COUNTY and or AGENCY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees the COUNTY and or AGENCY-its Directors and Officers, Specials Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.
 - b. If any such claim, action, or proceeding is brought against County and or Agency, or County's officers, agents, employees, or independent contractors, CONTRACTOR, upon notice from Agency, shall defend the same at Contractor's expense by counsel satisfactory to Agency.
 - c. Agency shall promptly notify Contractor of any claim, action, or proceeding against County and or Agency, or County's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. County and or Agency shall cooperate fully in the defense of such claim, action, or proceeding.
 - d. Neither the County nor the Agency shall be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the Agency.
- 16. PREVAILING WAGES** – Pursuant to the labor code, the governing board of the Agency has obtained from the director of the Department of Industrial Relations, State of California, his 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, as set forth on the schedule which is on file at the principal office of the Agency, and which will be made available to any interested person upon request. For prevailing wage rates, refer to <http://www.dir.ca.gov/DLSR/PWD/> In regards to the approval and processing of invoices, the contractor is required to attached certified payroll with each invoice to the Project Manager.
- 17. LIQUIDATED DAMAGES** – It is agreed by the parties to the contract that time is of the essence and that the contractor shall be responsible to complete the work within the time frame specified herein, in the event completion is not made within the time or times set forth pursuant to this specification, damage will be sustained by the Agency and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Agency will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the Agency, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$100 per calendar day for each and every calendar day's delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the Agency, the Agency shall deduct the amount thereof from any moneys due or that may become due the contractor under the contract.

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CONTRACTOR'S PROPOSAL (page 1 of 6)

The undersigned having carefully examined the proposed site, the drawings and specifications, the Notice Inviting Bids, the Instructions to Bidders, the General Conditions and the Supplementary General Conditions for this RFB hereby 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 the plans and specifications, including all work specified in Addenda numbered and dated:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

COST SUMMARY

LABOR \$ _____

MATERIALS \$ _____

ALL OTHERS \$ _____

BASE BID - The undersigned proposes to perform all work of said project for the sum of \$ _____

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

PAYMENT TERMS: _____ Method _____ Lump Sum at Completion
(Prompt Pay Discount) _____ Progress Payments

EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SPECIFICATIONS INCLUDED IN THIS REQUEST FOR QUOTATION AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.

Prior to issuance of an order, a Certificate of Liability Insurance and required Payment and Performance Bonds must be on file with the County Redevelopment Agency. Bidder agrees to commence work within _____ calendar days after receipt of purchase order and will complete work within _____ calendar days thereafter.

Company: _____

Address: _____ City: _____ State: _____ Zip: _____

I hereby swear under penalty that the information provided is true and correct.

Signed by: _____ Date: _____

THE DECISION TO AWARD WILL BE DETERMINED BY THE BASE BID.



CONTRACTOR'S PROPOSAL (page 2 of 6)

PROPOSAL BREAKDOWN

Line Item Costs:

Description:	Cost:
Demolition of planter	
ADA accessibility	
Planter pots, drip system	
Building parapet wall, exterior plaster	
Exterior lighting	
Paint wood trim and other as directed	
Clean up	
Profit and Overhead	
Field Engineering as required	
Other describe:	
Other describe:	
Other describe:	
BASE BID TOTAL \$ _____	

Bid Alternates:

- #1 Remove objects from parking, patch existing as required @ \$ _____
- #2 Slurry coat and stripe parking lot @ \$ _____
- #3 CMU trash enclosure @ \$ _____

THE DECISION TO AWARD WILL BE DETERMINED BY THE BASE BID.



CONTRACTOR'S PROPOSAL (page 3 of 6)

DESIGNATION OF SUBCONTRACTOR(S)

In compliance with Section 4104 of the California Public Contract Code, the undersigned submits the following complete typed list of each Sub-Contractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1 % of said total bid.

PORTION OF THE WORK

SUBCONTRACTOR

ADDRESS

<u>PORTION OF THE WORK</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>

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CONTRACTOR'S PROPOSAL (page 4 of 6)

AWARD OF CONTRACT

The undersigned fully understands that a contract is formed upon the acceptance of this proposal by the Agency and the undersigned further agrees that upon request he will promptly execute and deliver to Agency a written memorial of the contract together with the required Payment and Performance Bonds.

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

Telephone No.: _____ FAX NO. _____

Contractors License No.: _____ Classification: _____ Expires: _____

LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

If bidder is a corporation, and signer is not president or secretary, attach certified copy of by-laws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach power-of-attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.



CONTRACTOR'S PROPOSAL (page 5 of 6)

NON-COLLUSION AFFIDAVIT

To Be Executed by Bidder and Submitted with Bid

State of California)

ss.

County of Riverside)

_____, being first duly sworn, deposes and says:

That he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or a sham bid, and 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; that 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, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Authorized Company Representative)

Subscribed and sworn to before me

(Insert NP stamp or seal here)

This _____ day of _____, 2011

Signature of Notary Public officer administering oath



CONTRACTOR'S PROPOSAL (page 6 of 6)

EXPERIENCE STATEMENT/BIDDER QUESTIONNAIRE - The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

1. The bidder has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years
3. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).
a. _____ b. _____
4. Federal I.D # _____
5. The following contract covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following Agencies (person, firms or authorities): (List a minimum of the last three contract performed).

Name of Agency	Tel. No	Year Complete	Type of Work	(Closest Thousand Dollars)
----------------	---------	---------------	--------------	----------------------------

- | | | | | |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |

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PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are _____, as principal and Original Contractor and, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____. Between Principal and County of Riverside, a public entity, as County, for \$_____, the total amount payable.

THE AMOUNT OF THIS BOND IS FOR 100% OF SAID SUM. Said Contract is for public work generally consisting of constructing a courtyard with CMU, landscape and irrigation.

The beneficiaries of this Bond are as stated in 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Sections 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and Sealed this _____ Day of _____, 2011

(Firm Name – Principal)

(Business Address)

(Signature – Attach Notary's Acknowledgment)

By

(Title)

Affix Seal
if
Corporation

=====

(Corporation Name – Surety)

(Business Address)

By

(Original Signature)

Affix
Corporate
Seal

ATTORNEY-IN-FACT

(Title – Attach Power of Attorney)

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PERFORMANCE BOND

The makers of this Bond, _____, as Principal and _____ as Surety, are held and firmly bound unto County of Riverside, hereinafter called the County, in the sum of _____ Dollars \$(_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, and successors, jointly and severally, firm by these presents. The condition of this obligation is such that whereas the Principal entered into a certain contract, hereto attached, with the County, dated _____ for: _____.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this _____ Day of _____, 2011

(Firm Name – Principal)

(Business Address)

(Signature – Attach Notary’s Acknowledgment)

By _____
(Title)

Affix Seal
if
Corporation

(Corporation Name – Surety)

(Business Address)

By _____
(Original Signature)

Affix
Corporate
Seal

ATTORNEY-IN-FACT

(Title – Attach Power of Attorney)



APPENDIX A

Riviera Restaurant Facade Project

1. **Intent:** The Redevelopment Agency for the County of Riverside is seeking proposal for a façade upgrade for the **Riviera Restaurant**. The Contractor shall furnish all parts, labor, materials, tools, rentals, equipment, disposal, transportation and supervision necessary to complete the scope of work outlined in the drawings (Plans and Specifications) packet.
2. **Scope Of Work:** Work includes, but is not limited to
 - A. ADA accessibility.
 - B. Demolition.
 - C. New plant pots and drip system.
 - D. Building façade upgrade per drawings.
 - E. As Bid Alternates; parking lot repair and trash enclosure.

NOTE: Building sign has been demo-ed and is NOT a part of this RFB.

3. **Quality Assurance:**
 - a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
4. **Scheduling:** Work to be performed Mon-Fri regular working hours.
 - a. The work shall be performed one entrance section at a time to allow employees and the public access through the opposite side the building. Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously. Contractor shall conform to all governing safety regulations.
 - b. The Contractor is advised that certain inconveniences may be encountered. The work shall be planned and executed in such a manner as to keep disruption of client's business to a minimum. Complete cooperation between the Contractor and the Project Manager will be necessary to expedite the work with the least amount of interference or delay.



5. Clean-Up:

- a. The work area shall be kept clean at all times during construction. All cutting, dust, and other debris shall be removed periodically during the workday so as not to be tracked into other areas of the building or create a hazard to foot traffic. At the end of the workday all unused materials shall be stacked in a neat and orderly manner and located in an area out of the path of others. All areas of construction shall be vacuumed clean of all dust at the completion of each workday. The Project Manager can at any time stop the job for any condition that he may deem unsafe.
- b. The client's dumpster(s) shall not be used by the Contractor. Contractors shall supply their own dumpster(s) and transport all trash and debris generated by the project off the client's property to an appropriate dumpsite.

- 6. Safety & Special Requirements:** Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours (Monday – Friday), but shall apply continuously.

7. Warranties:

WORKMANSHIP: A one-year (365 days) unconditional warranty shall be in effect. All warranty work shall be completed within two (2) weeks of written notice by the County.

MATERIALS: A one-year (365 days) unconditional warranty shall be in effect. All warranty work shall be completed within two (2) weeks of written notice by the County.

FOILAGE: A three-month (90 days) unconditional warranty shall be in effect. All warranty work shall be completed within two (2) weeks of written notice by the County.