

COUNTY OF RIVERSIDE
 Redevelopment Agency for the County of Riverside
 44-199 Monroe Street, Suite B
 Indio, CA 92201
 PH (760) 863-2552 Fax (760) 863-2551

Notice Inviting Bids: Abatement Services
 Bid Issue Date: 5/25/2011
 CLOSING DATE: 6/15/ 2011 by 3:00pm
 Lorena G. Rodriguez
lgrodriguez@rivcoeda.org

**PUBLIC WORKS
 NOTICE INVITING BIDS**
 Page 1 of 2

NOTICE IS HEREBY GIVEN that the Redevelopment Agency of the County of Riverside (“Agency”) invites sealed Bids for the following project (“Work”):

Demolition/Removal of Substandard and Dilapidated Mobile Home Unit(s) as designated by Agency

ESTIMATED PROJECT COST: \$ 125,000

ITEMS BELOW APPLY TO ALL PROPOSALS IN RESPONSE TO THIS NOTICE INVITING BIDS

PROPOSALS: Each proposal shall be in accordance with the specifications prepared by the Redevelopment Agency for the County of Riverside. The packet may be obtained by contacting the RDA at 760.863.2552 or on line at www.rivcoeda.org

Release of Notice Inviting Bids:	Date: May 25, 2011
DRAWINGS: There are no Drawings	N/A
BIDDERS CONFERENCE: There is no Bidders Conference	N/A
DEADLINE FOR SUBMISSION OF QUESTIONS: Email: lgrodriguez@rivcoeda.org (E-mail preferred) Fax: 760.863.2551 <i>It is the responsibility of the bidder to confirm transmission of correspondence.</i>	Date: Wednesday, June 8, 2011 Time: no later than 10:00 A.M. Must be in the form of an Email (E-mail preferred) or Fax
DEADLINE FOR PROPOSALS:	Date: Wednesday, June 15, 2011 on or before 3:00 PM
CONTRACTOR LICENSE TYPE REQUIRED:	C-21 Building Moving/ Demolition Contractor’s License.

PREVAILING WAGES - Pursuant to the California Labor Code, the governing board of the Owner has obtained from the director of the Department of Industrial Relations determination of general prevailing rates of

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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 Owner, and which will be made available to any interested person upon request. The Contractor shall comply with all applicable provisions of the California State Labor Code prevailing wages and Compliance of State of California Department of Industrial Relations division of Apprenticeship Standards Labor.

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 Owner and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by reason of such delay. Therefore, it is agreed the successful bidder shall pay to the Owner, 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 Owner, the Owner shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

QUESTIONS - *All questions regarding this Notice Inviting Bids shall be directed in writing no later than Wednesday, 6/15/11 @ 3:00 PM, to RDA: Attn: Lorena G. Rodriguez, lgrodriguez@rivcoeda.org or FAX 760 863-2551. All correspondence must reference the Notice Inviting Bids name. It is the responsibility of the bidder to confirm transmission of correspondence. Contact with other persons regarding this Notice Inviting Bids may result in disqualification of your submittal.*

PROPOSAL SUBMITTAL - All proposals must be submitted on the four (4) page Contractor's Bid Proposal form including completed Designation of Subcontractors, Non-Collusion Affidavit, and Bid Guarantee pages. Proposals received without these completed pages and Bid Guarantee bond or check will be rejected as non-responsive.

PROPOSALS SHALL BE RETURNED TO:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
Lorena G. Rodriguez
44-199 Monroe Street, Suite B
Indio, CA 92201

ALL INSURANCES AND BONDS MUST BE FROM CALIFORNIA ADMITTED COMPANIES

PROPOSALS WILL BE PUBLICLY OPENED AT THE CLOSING DATE AND TIME INDICATED ABOVE. NO PROPOSAL WILL BE ACCEPTED AFTER THE CLOSING DATE AND TIME.

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS NOTICE INVITING BIDS

1) Instructions to Bidders; 2) Contractor's Bid Proposal; 3) Non-Collusion Affidavit; 4) Bid Bond; 5) Agreement Form; 6) Payment Bond; 7) Performance Bond; 8) Appendix A - Scope of Services; 9) Appendix B - General Conditions; 10) Attachment 1 - Contractor's Certificate regarding Workers' Compensation; 11) Attachment 2 - Pictures of Mobile Homes; and 12) Attachment 3 - Sample Work Order.

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INSTRUCTIONS TO BIDDERS

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I. Vendor Registration – Unless stated elsewhere in this document, Contractor must register online at www.Purchasing.co.riverside.ca.us with all current Contractor information, to be registered on the County's database.

II. 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. Signature must be of authorized representative/agent of bidding company.

III. FORMAT -The proposal must be made on the attached Contractor's Bid Proposal Form, filled out completely, dated and signed by the bidder or duly authorized agent in accordance with the 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.

IV. 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 County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

V. COUNTY'S RESERVATION OF RIGHTS - The County 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 County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.

VI. SUBMITTAL OF PROPOSAL - Signed copies of each proposal shall be sealed in an envelope labeled with the Notice Inviting Bids title and opening date and time. The proposal shall be delivered to the Workforce Development Center at the address noted on page 2 on or before 3:00 p.m. on the closing date listed above. The Notice Inviting Bids title, and closing date and time shall appear on the proposal cover sheet. Under no circumstances will a proposal be accepted after the exact closing date and time. The County is not responsible for late or lost mail, or erroneous errors.

VII. 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 or her in writing. Proof of identification will be required for proposal withdrawal. No bidder may withdraw his or her bid for a period of sixty (60) days after the time set for opening thereof.

VIII. DRAWINGS AND SPECIFICATIONS - All drawings and specifications, herein enclosed, become part of the proposal. Additional sets may be provided if requested by bidders and deemed necessary and if there is sufficient time if applicable.

IX. INTERPRETATION OF THE BID DOCUMENTS - Discrepancies in, and omissions from the plans, specifications or other proposal documents or questions as to their meaning shall, at once, be brought to the attention of the County. Any interpretation of the documents will be made only by written 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 County will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any section of

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INSTRUCTIONS TO BIDDERS

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the proposal documentation 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 County.

X. ADDENDA TO THE DOCUMENTS - The County 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 made available by the County. The number and date of each addendum shall be listed on the Contractor's proposal in the space provided.

XI. BIDDER'S CHECK OR BOND - Each proposal must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the County, drawn in favor of the County in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as guarantee that the bidder, if awarded the bid, will execute and deliver the Contract documents and the required Payment and Performance Bonds in accordance with his proposal accepted by the County. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds, such proposal, bond or check shall be held subject to payment to the County of the difference in money between the amount of the bidder's proposal and the amount for which the County may legally contract with another party to perform the said work, together with the costs to the County of redrafting, redrawing, and publishing documents and papers shall, in addition, be held subject to all other actual damages suffered by the County, as set forth on the Contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph VIII., above, and to the successful bidder upon execution of the bid documents. No bonds will be accepted unless submitted on the form supplied by the County. .

XII. AWARD OF CONTRACT - The Contract shall be awarded upon issuance of a purchase order including the bid documents. The Bidder receiving the Award will be required to furnish a 100% Performance Bond and 100% Payment Bond. Substitution of securities for any moneys withheld by Owner shall be permitted as provided in Section 22300 of the Public Contract Code.

XIII. ADDITIONAL INFORMATION - The County reserves the right to require of a bidder, information regarding financial responsibility or such other information as the County determines is necessary to ascertain whether a proposal is in fact the lowest responsible and responsive proposal submitted, all references to an architect shall be deemed to refer to the County where no architect has been employed by the County.

XIV. PROMPT ACTION BY THE CONTRACTOR - After award by the County and within four (4) days after the Agreement Forms are presented to the Contractor for signing, the Contractor shall return to the County the signed agreements, along with all necessary bonds.

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CONTRACTOR'S BID PROPOSAL

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The undersigned having carefully examined and reviewed the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond forms, the General Conditions, Scope of Services, Contractor's Proposal Form, and Non-Collusion Affidavit, the bidder has does hereby propose and agree to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the Work as outlined in this Bid Request in strict conformity with the Scope of Services. The undersigned understands that there will be a one (1) year contract for \$200,000 until the funds are expended, whichever comes first.

COST PROPOSAL

1. Lump sum cost for one (1) singlewide mobile home: \$_____ lump sum
Includes any excessive trash/items left in the interior of Unit and other items as listed in the Scope of Services.
2. Lump sum cost for one (1) doublewide mobile home: \$_____ lump sum
Includes any excessive trash/items left in the interior of unit and other items as listed in the Scope of Services.

Sum quoted includes all applicable taxes, disposal fees, permits, licenses, insurance and bond costs, if any, and all other costs incidental to the resulting contract. The Contractor will be required to pay prevailing wages which should be calculated into the cost.

Note: Any other items not listed above and are associated with the mobile home/unit that and are directly related to the mobilehome/unit will require submission of a change order for approval by RDA.

EXECUTION HEREON IS CERTIFICATION THAT THE UNDERSIGNED HAS READ AND UNDERSTOOD THE INSTRUCTIONS, GENERAL CONDITIONS AND SCOPE OF SERVICES INCLUDED IN THIS NOTICE INVITING BIDS AND THAT THE UNDERSIGNED'S PRINCIPAL IS FULLY BOUND AND COMMITTED.

Prior to issuance of an order, a Certificate of Liability Insurance, required bonds and a copy of the C21 Building Moving/Demolition Contractor's License must be on file with the Agency. Bidder agrees to commence work upon notification and after receipt of each individual work order and will complete work within 14 calendar days thereafter for each individual work order.

Company: _____

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

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

Signed by: _____ Date: _____

We are a: ___ Disabled Veteran Owned Business Enterprise

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DESIGNATION OF SUBCONTRACTORS

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 half (1/2) of 1% of said total bid. If additional pages are required, please attach pages.

PORTION OF THE WORK

SUBCONTRACTOR

LOCATION

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 undersigned will promptly execute and deliver to Agency a written memorial of the contract together with the required Payment and Performance Bonds.

BID GUARANTEE -The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Agency in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as a guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned 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 Agency as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however shall the Surety's liability exceed the penal sums hereof.

Name of Bidder: _____

Type of Organization: _____

Signed By: _____

Title of Signer: _____

Address of Bidder: _____

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CONTRACTOR'S BID PROPOSAL

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Telephone No.: _____ Fax No.: _____

Contractor's 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 bylaws 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.

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NON-COLLUSION AFFIDAVIT
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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 below

this _____ day of _____, 2011

Signature of Notary Public officer administering oath

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BID BOND

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KNOWN TO ALL BY THESE PRESENTS, that we the undersigned _____, as Principals; and _____, as Surety, are hereby held and firmly bound unto the County of Riverside Redevelopment Agency, hereinafter called the "Agency", in the sum of _____ Dollars, (\$_____) for payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assignees.

WHEREAS, the said Principal is herewith submitting its proposal necessary for Abatement by removal and disposal, on as as-needed basis, of mobile homes, travel trailers or parts thereof that are located within Riverside County and designated for removal by the Redevelopment Agency for the County of Riverside. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the Contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded Contract and submit the required labor and material payment and faithful Performance Bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Agency as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded Contract. In no event however, shall the Surety's liability exceed the penal sum hereof. The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such bid; and said Surety does hereby waive notice of any such extension.

[Remainder of page left blank]

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BID BOND

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IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed and those present dully signed by its undersigned representative, pursuant to authority of its governing body.

(Firm Name – Principal)

(Business Address)

(Original Signature)

Affix Seal
if
Corporation

By:

(Title)

=====

(Corporation Name – Surety)

(Business Address)

(Original Signature)

Affix
Corporate
Seal

(Title)

ATTORNEY-IN-FACT _____

(Title – Attach Power of Attorney)

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AGREEMENT FORM

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THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between _____, hereinafter called the "Contractor", and the Redevelopment Agency for the County of Riverside, hereinafter called "Agency".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete contract includes all of the Contract documents, to wit: The Notice Inviting Bids, Instructions to Bidders, Contractor's Bid Proposal, Bid Bond, Payment and Performance Bonds, Plans, Appendices A and B, and References, plus any Addenda thereto, General Conditions, Supplementary General Conditions and this Agreement. All Contract documents are intended to cooperate and become complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, materials necessary for Abatement by removal and disposal, on as as-needed basis, of mobile homes, travel trailers or parts thereof that are located within Riverside County and designated for removal by the Redevelopment Agency for the County of Riverside in accordance with the Notice Inviting Bids as prepared by the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, including addenda thereto as listed in the Contractor's Proposal, all of which are made part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written work order of the Agency. Each work order shall be completed within fourteen (14) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence. The term of this Agreement for services shall be Twelve (12) months.

COMPENSATION TO BE PAID TO CONTRACTOR: The Agency agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____,
\$(_____) being the total of the base bid, Addendum Nos. _____ plus the following alternates:_____.

The sum is to be paid according to the schedule as provided in the General Conditions and all attachments to this Contract, including the Scope of Work.

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 requires 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".

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement.

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AGREEMENT FORM
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Type of Contractor's organization: _____

If other than individual or Corporation, list names of all members who have authority to bind firm:

IF OTHER THAN CORPORATION EXECUTE HERE:

Firm Name: _____

Address: _____

Contractor's License No. _____

Signature: Title: _____

IF CORPORATION, FILL OUT THE FOLLOWING AND EXECUTE:

Name of President of Corporation: _____

Name of Secretary of Corporation: _____

Corporation organized under the laws of the State of _____

Firm Name: _____

Address: _____

Contractor's License No. _____

Signature: Title: _____

DO NOT COMPLETE BELOW THIS LINE

=====

ATTEST:

Redevelopment Agency for the County of Riverside

By: _____
(Official Title)

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PAYMENT BOND

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(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 _____, 2011, between Principal and County of Riverside Redevelopment Agency, a public entity, as Agency, 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: Abatement by removal and disposal, on as-needed basis, of mobile homes, travel trailers or parts thereof that are located within Riverside County and designated for removal by the Redevelopment Agency for the County of Riverside.

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)

_____ Affix seal if corporation
(Signature – Attach Notary’s Acknowledgement)

By:

(Title)

=====

(Corporation Name – Surety)

(Business Address)

_____ Affix corporate seal
(Original Signature)

(Title)

ATTORNEY-IN-FACT: _____
(Title – Attach Power of Attorney)

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PERFORMANCE BOND

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The makers of this Bond, _____, as Principal and _____, as Surety, are held and firmly bound unto County of Riverside Redevelopment Agency, hereinafter called the Agency, 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 Agency, dated: _____ for: Abatement by removal and disposal, on as as-needed basis, of mobile homes, travel trailers or parts thereof that are located within Riverside County and designated for removal by the Redevelopment Agency for the County of Riverside. 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 Agency, 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)

_____ Affix seal if corporation
(Signature – Attach Notary’s Acknowledgement)

By: _____
(Title)

(Corporation Name – Surety)

(Business Address)

_____ Affix corporate seal
(Original Signature)

(Title)

ATTORNEY-IN-FACT: _____
(Title – Attach Power of Attorney)

APPENDIX A

SCOPE OF SERVICES

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I. The Agency will award one (1) year contract for the East County. The Contractor shall furnish all labor, supervision, material, parts, tools, equipment, transportation and services necessary for the abatement by removal and disposal, on an as-needed basis, of mobile homes, travel trailers or parts thereof that are located within Riverside County and designated for removal by the Agency. The demolition may also include unpermitted room additions, patios, awnings and excessive trash, as well as removal of trees blocking the removal of the mobile home(s). The abatement contractor shall have a **C21 Building Moving/ Demolition Contractor's License**.

LOCATION: EAST RIVERSIDE COUNTY

The designating boundaries that define the unincorporated East County Area are as follows:

Unincorporated East Riverside County:

- Bermuda Dunes; Colorado River Communities; Chiraco Summit; Desert Beach; Desert Center; Desert Edge; Eagle Mountain; Indio Hills; Lake Tamarisk; Mecca; Mesa Verde; North Shore; Oasis; Ripley; Sky Valley; Sun City Palm Desert; Thermal; Thousand Palms; Valerie Jeans; Vista Santa Rosa; Cabazon; Cherry Valley; Desert Haven; Eden Hot Springs; Garnet; Gilman; Green Acres; Good Hope; Highgrove; Homeland; Juniper Flatts; Lake Perris; Lake View; March AFB; Meadowbrook; North Palm Springs; Nuevo; Painted Hills; Roche Canyon; Romoland; San Gorgonio; San Timoteo Canyon; Twin Pines; University City and Whitewater.

Most of the abatement service for mobile homes has taken place in unpermitted mobile home parks in the unincorporated East Riverside County. The mobile homes are removed and transported to an authorized facility to be demolished. If additional services and/or the use of special equipment are necessary to complete the work, prior written authorization must be obtained. Further, upon a complete breakdown/demolition of the mobile home, the contractor shall submit a breakdown of service provided and proof of disposal from the landfill. Contractor will be required to pay prevailing wage which should be calculated into the cost.

ABATEMENT SERVICES WILL INCLUDE:

1. Singlewide mobile home with any excess trash/items left in the interior of the Home;
2. Doublewide mobile home with any excess trash/items left in the interior of the home;
3. Travel Trailers with any excess trash/items left in the interior of the home; and
4. Removal of the following will be part of the abatement of mobile home, on an as needed basis:

APPENDIX A SCOPE OF SERVICES

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- Porch Cover
- Removal of aluminum and Non-aluminum Car Port/Awning
- Room Addition
- Exterior Excessive Trash/Debris
- Securing Utilities
- Removal and Disposal of Tree
- Removal of Wooden Structure
- Removal of Aluminum
- Removal of Refrigerator Parts
- Removal of Washer
- Removal of Sofas
- Removal of Engine Parts
- Removal of Wood Lumber
- Removal of excess trash left outside of mobile/unit

A typical abatement of a unit will include excessive trash, aluminum awning/carport; accessory structures to mobile home.

5. Any other items associated with the mobile home/unit that are directly related to the mobile home/unit and not listed above and are not part of the Contractor's proposal will require submission of a change order for approval.

II. WORK ORDER PROCEDURE

- a. The Contractor's services for a specific project shall be engaged through a written work order, which shall include a description and location of the mobile home, travel trailers and/or incidentals that are located within East Riverside County and designated for removal by the Agency.
- b. The Contractor shall complete the demolition services as described in the work order within fourteen (14) calendar days from receipt of the written work order. The only exception to the fourteen (14) calendar day standard shall be by mutual agreement of Contractor and Agency and shall involve cases where removal of the mobile home, travel trailer, and/or incidentals is prohibited by the intervention of outside parties or as a part of a separate, large-scale project. In cases involving prevention of the removal of the mobile home travel trailer, and/or incidentals by an outside party, the Contractor shall notify the Agency within forty-eight (48) hours.
- c. All mobile home, travel trailer, and/or incidentals shall be removed by the Contractor from the property described on the written work order and shall be transported to a legal, authorized metal recycling facility, scrap yard, or County landfill. The Contractor shall transport the entire mobile home, travel trailer, and/or incidentals by transporting all materials to an authorized facility. Transportation and depositing of the mobile home, travel trailer, and/or incidentals in any other location other than an authorized facility is a violation of the California Code of Regulations and Riverside County Ordinance 457.

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SCOPE OF SERVICES

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The Contractor shall certify that the demolished mobile home, travel trailer, and/or incidentals and parts thereof shall never be reconstructed or made operable. All license plates and insignia labels found within the mobile home, travel trailer, and/or incidentals being abated shall be removed by Contractor and forwarded to the Agency. All items not recycled for scrap metal shall be disposed of in a manner meeting all legal requirements of Riverside County Hazardous Waste Ordinance Number 615.

- d. All components of the mobile home, travel trailer, and/or incidentals removed by the Contractor, his employees or representatives shall be destroyed, with the exception of parts that may be salvaged. The term "Salvage" applies to individual structural parts, permanent fixtures/equipment or other scrap material removed from the mobile homes or trailers and sold to an authorized scrap yard or recycling center and does not mean the repair/reconstruction of the mobile home or trailer for resale/re-installation or the retention/resale of personal property found during the abatement. All salvaged items shall be itemized in a list to be submitted to the Agency. The value of the salvaged items shall offset the cost charged to the Agency. In the event the offset amount exceeds the cost charged to the Agency, the difference shall be refunded to the Agency.
- e. Upon completion of the removal and disposal of the mobile home, travel trailer, and/or incidentals, the Contractor shall submit to the Agency the following items:
 - i. One (1) copy of the Work Order, as seen on Attachment "3", with the Confirmation/certification of demolition section completed and signed;
 - ii. One (1) picture of the demolished mobile home; and
 - iii. All license plates and insignia labels found within the mobile home or travel trailer.

III. SUBSTITUTIONS

a. The apparent low bidder may submit an "or equal" sample for evaluation in lieu of the specified manufacturers product. Sample products are to be submitted upon request by the Agency.

b. If a product is discontinued during the course of the project and a material(s) must be substituted, Agency will request a substitution set be submitted. The substitution set shall follow all requirements of section 2.

c. "OR EQUAL" -Whenever reference to a specific brand name is made in the Scope of Services, it is illustrative and to be construed as a which describes a component that has been tested or evaluated by the Agency as best meeting specific operational, design, performance, maintenance, quality and reliability standards and requirements of the Agency, thereby incorporating these requirements by reference within the Scope of Services. An equivalent ("or equal") may be offered by the bidder, subject to testing or evaluation by the Agency prior to award of contract. The Agency shall be the sole judge of whether any proposed item will fulfill its requirements for the Agency's intended purpose and reserves the right to reject proposed item as non-responsive.

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SCOPE OF SERVICES

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It shall be the sole responsibility of the bidder to provide, at bidder's expense, any product information, test data and other information or documents the Agency may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing) may be required, as a condition of acceptance, at a qualified test facility at the bidder's expense.

IV. SCHEDULING

a. 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 7:30 a.m. to 4:00 p.m.), but shall apply continuously throughout the project.

b. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the Agency's Project Manager will be necessary to expedite the work with the least amount of interference or delay.

c. The Contractor has Fourteen (14) calendar days from the receipt of each individual work order to complete the requested abatement. Any direct arrangement with a mobile home owner for the removal and abatement of unit must be performed in a timely manner and within Fourteen (14) days of the request.

V. QUALITY ASSURANCE

a. The Contractor shall use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in the Scope of Services.

b. Upon Agency's request, the Contractor shall provide evidence of a minimum of five (5) years experience performing this type of project.

c. The Contractor shall make all corrections, replacements, and repairs to any part of work that has been deemed unacceptable due to poor workmanship, carelessness / negligence, damages done during installation and construction, or oversight (an inadvertent omission or error; as to Forget to do something that now has to be redone) at no additional cost to the Agency. This is not cause for issuing a change order.

VI. SAFETY AND SPECIAL REQUIREMENTS

a. 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.

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SCOPE OF SERVICES

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This requirement shall not be limited to normal working hours, but shall apply continuously. Contractor shall conform to all governing safety regulations.

b. Contractor shall provide all material safety data sheets (MSDS) prior to use of any hazardous materials on the project site(s).

c. Contractor shall be required to provide appropriate warning signs and barricades during project to insure public safety.

d. Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

e. Contractor shall be responsible for securing the mobile home once the work order has been issued by the Agency. This will insure that mobile home will be vacant upon the removal of the mobile home.

VII. CLEAN-UP

a. The work area shall be kept clean at all times. 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. The Agency can at any time stop the job for any condition which may be deemed unsafe.

b. At the end of each day Contractor shall clean and remove all material, tools and debris. Agency Project Manager shall designate an area for materials and tools once the contract has been awarded.

c. The Agency's or the Property Owner's dumpster(s) shall not be used by the Contractor. Contractors shall supply their own dumpster(s) and lawfully transport and dispose of all trash and debris generated by the project into an appropriate dumpsite.

VIII. WARRANTY

a. All work is guaranteed by Contractor for a period of one year from the recordation of the Notice of Completion, including but not limited to those resulting from inferior materials, equipment, or workmanship. Upon notice from Agency, Contractor shall promptly remedy any problems at contractor's expense; otherwise, Agency shall proceed to remedy such problems and Contractor shall reimburse Agency for its expenses in connection therewith.

b. This one-year guarantee is in addition to any specific guarantee(s) provided for elsewhere in the Contract Documents or by suppliers or manufacturers.

COUNTY OF RIVERSIDE
Redevelopment Agency for the County of Riverside
44-199 Monroe Street, Suite B
Indio, CA 92201
PH (760) 863-2552 Fax (760) 863-2551

Notice Inviting Bids: Abatement Services
Bid Issue Date: 5/25/2011
CLOSING DATE: 6/15/ 2011 by 3:00pm
Lorena G. Rodriguez
lgrodriguez@rivcoeda.org

APPENDIX A

SCOPE OF SERVICES

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c. Contractor is under an affirmative duty to disclose latent defects. At final inspection, Contractor shall advise Agency of known latent defects. If at final inspection there are undisclosed latent defects which are known to Contractor or reasonably should have been known to Contractor, the guarantee period is extended by the number of days prior to discovery of such latent defects by Agency.

IX. 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 Scope of Services, 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 vendor under the contract.

THE FOLLOWING DOCUMENTS ARE HEREBY MADE PART OF THIS NOTICE INVITING BIDS:

1) Instructions to Bidders; 2) Contractor's Bid Proposal; 3) Non-Collusion Affidavit; 4) Bid Bond; 5) Agreement Form; 6) Payment Bond; 7) Performance Bond; 8) Appendix A - Scope of Services; 9) Appendix B - General Conditions; 10) Attachment 1 - Contractor's Certificate regarding Workers' Compensation; 11) Attachment 2 - Pictures of Mobile Homes; and 12) Attachment 3 - Sample Work Order.

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**APPENDIX B
GENERAL CONDITIONS**

Page 1 through 12 attached.

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ARTICLE INDEX OF GENERAL CONDITIONS

1. Definitions
2. Correlation and Intent of Documents
3. Detail Drawings and Instructions
4. No Oral Agreements
5. Drawings and Specifications
6. Materials, Workmanship
7. Defective Work and Materials
8. Substitutions of Materials and Equipment
9. Contractor's Title to Materials
10. Licenses, Permits, Laws, and Regulations
11. Patents, Royalties and Taxes
12. Engineering, Survey and Site Examination
13. Protection of Work and Property
14. Accident Prevention
15. Emergencies
16. Access to the Work
17. Inspection of the Work
18. Inspector (Clerk of the Works)
19. Supervision of Contractor
20. Changes in the Work
21. Delays and Extension of Time
22. Owner's Right to do Work
23. Contractor's Right to Terminate the Contract
24. Liens
25. Assignments
26. Owner's Right to Terminate the Contract
27. Payments Withheld
28. Mutual Responsibility of Contractors
29. Separate Contracts
30. Subcontracts.
31. The Architect's Status
32. Use of Premises and Cleaning
33. Correction of Work After Final Payment and Guaranty of one year
34. Occupancy by the Owner.
35. Method of Payment
36. Time for Completion
37. Damages
38. Guaranty Bonds
39. Climatic Conditions
40. Laws Concerning the Owner a Part Hereof.
41. Apprenticeable Occupations
42. Bids \$25,000. or Less
43. Deposit of Security
44. Contractor's and Subcontractor's Insurance
45. Wages and Hours
46. Brand or Trade Name, Substitution of "Equals"
47. Notice of Completion
48. Equal Opportunity Clause
49. Computing Change Orders
50. Sequence of Work
51. Assignment of Claims
52. Claims Resolution

GENERAL - The material and services set forth in this bid/agreement shall be furnished by the bidder/seller subject to all the terms and conditions listed herein which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the

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beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

1. DEFINITIONS

- A. The Owner, the Contractor and the Architect are those named as such in the Agreement.
- B. "Approved" shall mean as approved in writing by the Architect, or if there is no Architect, by the Owner.

2. CORRELATION AND INTENT OF DOCUMENTS - The Specifications and Drawings are intended to be complimentary so that any work exhibited in the Drawings, but not mentioned in the Specifications, or vice versa, shall be executed to the true intent thereof and the same as if both exhibited in the Drawings and set forth in the Specifications.

3. DETAIL DRAWINGS AND INSTRUCTION - The Architect will furnish to the Contractor, with reasonable promptness, such further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work. In giving such additional instructions, the Architect shall have the authority to make minor changes in the work not involving extra cost, and not inconsistent with the intent of the Drawings and Specifications or the purposes of the building. The contractor shall conform to same consistency with the intent of the Contract, Drawings and Specifications. The Contractor shall not proceed with any portion of the work unless he is in possession of Plans and information necessary for its proper execution. The execution of the work specially detailed or explained, without a written Change Order signed by the Owner and the Architect, shall constitute an acceptance by the Contractor of detailed drawings or information as being in conformity with the original intent of the Contract Documents.

4. NO ORAL AGREEMENTS - No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

5. DRAWINGS AND SPECIFICATIONS - The Contractor shall keep on the work site a copy of the Drawings and Specifications, including all authorized Change Orders, in good condition, which shall always be available to the Owner, Architect, and their representatives. All Drawings, Specifications and copies thereof furnished to the Contractor are the property of the Owner and shall not be used on other work without Owner's consent. Upon completion of this project, all copies of the Drawings and Specifications shall be returned to the Architect, as agent of the Owner.

6. MATERIALS, WORKMANSHIP -All materials used in the project, unless otherwise specified, shall be new, of the types and grades specified, and the Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case. All workmanship shall be of the best quality and all workmen shall be suitably skilled in the work which they perform.

7.DEFECTIVE WORK AND MATERIALS - The Contractor shall promptly remove from the premises all materials condemned by the Architect as failing to conform to the Contract, whether incorporated in the work or not, and where materials and/or work have been condemned by the Architect, the Contractor shall promptly replace and re-execute his work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Architect and Owner deem it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract.

8. SUBSTITUTIONS OF MATERIALS AND EQUIPMENT - Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the Architect. Equals will not be accepted unless the Contractor requests and receives permission in writing from the Architect to make specific substitutions. Requests shall be made within sufficient time to allow the Architect to investigate the merits of the proposed substitution, and the Contractor shall present complete details with specific explanations of the characteristics of those details which differ from the Specifications.

9. CONTRACTOR'S TITLE TO MATERIALS - No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payment.

10. LICENSES, PERMITS, LAWS, AND REGULATIONS - The Contractor, acting in the name of the Owner, shall obtain and

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pay, only where legally required, for all licenses and permits, inspections and inspection certificates, required to be obtained from or made by any authority having jurisdiction over any part of the work included in the Contract. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of this Contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the Architect, and shall not proceed with the work in question, except at his own risk until the Architect has had an opportunity to determine the extent of the responsibility for the variance. Before the certificate of final payment on the Contract is issued, the Contractor may be required to submit all licenses, permits, and certificates of inspection to the Architect.

11. PATENTS, ROYALTIES AND TAXES - The Contractor shall hold the Owner and the Architect harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, appliance, or device used in the performance of the Contract and shall defend all suits or claims for infringement of any patent right. He shall pay all applicable Federal, State and local sales taxes and all other taxes pertinent to the work involved in this Contract.

12. ENGINEERING, SURVEY AND SITE EXAMINATION - The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility conditions under which the work is to be performed. No claim for allowances because of his error or negligence in acquainting himself with the conditions at the site will be recognized.

13. PROTECTION OF WORK AND PROPERTY - The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or municipal laws and regulations and local conditions shall be protected against damage, and pavements that are accidentally damaged or necessarily cut shall be replaced with the same material upon completion of the work.

14. ACCIDENT PREVENTION -Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or hurt to any person or property and shall also be responsible for the same if such occur.

15. EMERGENCIES - In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable, the Contractor shall communicate with the Architect or the Owner and shall be guided by the directions and advice of the Architect or Owner, as the case may be, if the character of the emergency is such as to require action with such short limits of time or under circumstances rendering that impracticable, then the Contractor shall act independently and upon his own responsibility, subject to the direction and control of the Architect or the Owner as soon as it may become practicable to obtain the same.

16. ACCESS TO THE WORK - The Architect, Owner, and their representatives shall have access at all times to the work for purposes of inspection, wherever said work is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

17. INSPECTION OF THE WORK - All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination, and test by the Architect at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Architect shall have the right to reject defective material and workmanship or require its correction. Should the Specifications, the Architect's instructions, any law, ordinances or public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection and if the inspection is by an authority other than the Architect, of the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the Architect, it shall, if required by the Architect, be uncovered for examination at the Contractor's expense.

18. INSPECTOR (Clerk of the Works) - The Owner may employ an inspector, who will act as a direct representative of the Owner and the Architect, and who shall provide full-time and continuous personal supervision and inspection of the work. Such supervision and inspection shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree, the Contractor's responsibility for providing efficient and capable superintendence as required herein. The inspector is not authorized to make changes in the Drawings or Specifications, nor shall his

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approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects. No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and consent of the inspector.

19. SUPERVISION OF CONTRACTOR - The Contractor shall keep on the work continuously during the progress, a competent Superintendent and required assistant who shall be satisfactory to the Architect. The Superintendent shall be qualified to, and shall, represent the Contractor during all times when the Contractor is not present and all orders or directions issued to the Superintendent by the Architect shall be as binding as if given to the Contractor personally. Both the Contractor and the Superintendent shall cooperate to provide efficient and complete supervision over all phases of the work. The supervision of the Architect shall not lessen the responsibility of the Contractor to furnish supervision, nor shall it relieve the Contractor of responsibility for the correction of subsequently discovered defects.

20. CHANGES IN THE WORK -The Owner, upon agreement with the Contractor, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. The Contractor shall not be authorized to comply with such orders without previously obtaining written authority therefore from the Owner and Architect. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. The Contractor shall, when requested by the Architect, furnish an itemized breakdown of the quantities and prices used in computing the value of any change that may be ordered. If in the opinion of the Contractor any instructions, detail Drawings, or notices of any description issued by the Architect or Owner involve extra cost above the contract price he shall immediately give the Architect written notice to that effect before proceeding with the work involved. The execution of work without prior submission of such written notice shall constitute the Contractor's acceptance of the work as being within the Contract price.

21. DELAYS AND EXTENSION OF TIME - If the Contractor is delayed at any time in the progress of the work by any causes which are beyond the Contractor's control, in the opinion of the Architect, then the time of completion shall be extended for such reasonable time as the Architect may decide. Prompt claim therefore shall be made in writing to the Architect. Normal seasonal rainfall shall not be considered reason for time extension.

22. OWNER'S RIGHT TO DO WORK - Should the contractor, at any time during the process of construction, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, unless prohibited from so doing through the action of the Owner, the Architect, or other authorized official agencies, the Owner, after giving 10 day's written notice to the Contractor may, without prejudice to any other rights he may have, proceed to furnish the materials and workers necessary to proceed with and/or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to the Contractor.

23. CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT - If through no fault of the Contractor, or of anyone employed by him (1) the work is stopped by order of any court or governmental authority, other than the Owner, (2) the Architect capriciously or arbitrarily fails to issue any certificate for payment within ten days after it is due, or (3) the Owner fails to pay to the Contractor, within 60 days after presentation of the Architect's certificate to the Owner, any sum certified by the Architect, then the Contractor may upon 10 days' written notice to the Owner and the Architect stop work or terminate the Contract, and the Owner shall be liable to the Contractor for any loss sustained and reasonable profit.

24. LIENS - The Contractor agrees that at any time upon request of either the Owner or the Architect, he will submit a sworn statement setting forth the work performed or material furnished by Subcontractors and materialmen, and the amount due and to become due to each, and that before the final payment called for hereunder he will, if requested, submit to the Owner or the Architect a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work.

25. ASSIGNMENTS - The Contractor shall not assign the whole or any part of this Contract without the written consent of the Owner and all Sureties executing bonds on behalf of the Contractor in connection with said Contract.

26. OWNER'S RIGHT TO TERMINATE THE CONTRACT - If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he

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should, except in cases stated in the following paragraph, persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to Subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy after giving the Contractor 10 day's written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation to the Architect for his additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Owner, upon certification by the Architect, may, without prejudice to any other right or remedy, terminate the contract.

27. PAYMENTS WITHHELD - The Architect may withhold or, on account of subsequent discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed, or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to Subcontractor or for material or labor.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Default of the Contractor in the performance of the terms of the Contract.

28. MUTUAL RESPONSIBILITY OF CONTRACTORS - If the Contractor or any of his Subcontractors or employees cause loss or damage to any separate Contractor on the work, the Contractor agrees to settle with such separate Contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner, on account of any loss so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any expenses or judgment arising therefrom.

29. SEPARATE CONTRACTS - The Owner reserves the right to award other contracts in connection with the project, and the work under which may proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work. The Contractor, including his Subcontractors, shall keep himself informed of the progress and the detail work of other Contractors and shall notify the Architect immediately of lack of progress or defective workmanship on the part of other Contractors where such delay or such defective workmanship will interfere with his own operations. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

30. SUBCONTRACTS –

A. The Contractor may, without additional expense to the Owner, utilize the service of Subcontractors on those parts of the work which are specified to be performed by Subcontractors.

B. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his work.

E. Neither Owner nor Architect will undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

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F. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors.

G. The Owner and the Architect reserve the right to approve all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with his Proposal will be deemed to be acceptable.

H. In accordance with Section 4104 of the California Public Contract Code his bid, shall set forth: (1) the name and location of the place of business of each Subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work, or improvement, in an amount in excess of one half of 1% of the Contractor's total bid, and (2) the portion of the work which will be done by each such Subcontractor.

I. In accordance with Section 4105 of the California Public Contract Code, if the Contractor fails to specify such subcontracts, he agrees to perform that portion of the work himself.

J. In accordance with Sections 4107 and 4107.5 of the California Public Contract code, no Contractor whose bid is accepted shall, without consent of the awarding authority, either: (1) substitute any person as a Subcontractor in place of the Subcontractor designated in the original bid; or (2) permit any such Subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the original Subcontractor listed in the bid; or (3) sublet or subcontract any portion of the work in excess of one half of 1% of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

31. THE ARCHITECT'S STATUS - The Architect shall have general supervision and control of the work in all phases. He shall determine the amount, quality, acceptability and fitness of all parts of the work, interpret the Specifications, Drawings, and all other Contract Documents, and decide all questions pertaining to the work and shall be the final arbitrator thereof. He shall have authority to stop the work whenever, in his opinion, the terms and conditions of the Contract are not being fulfilled or the work is not being executed in a proper manner. He shall be the final authority in determining the amount of work satisfactorily completed and the amount of money due during the progress of construction.

32. USE OF PREMISES AND CLEANING - The Contractor shall maintain the entire premises under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his work or the work of other Contractors. He shall not permit any load or stress to be placed upon any part of the permanent work which will endanger the safety or strength of said work. He shall frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation or by the operations of anyone under his direction, so that the site shall continuously present a neat, orderly and workmanlike appearance. Before final payment, he shall remove all surplus material, false-work, temporary structures and fences, including foundations thereof, and debris of every nature resulting from his operations and to put the site in a neat orderly condition; to thoroughly clean and leave reasonably dust-free all finished surfaces on the interior of all buildings included in the Contract; and to wash and polish all glass, including the removal of all paint spatters and other defacements.

33. CORRECTION OF WORK AFTER FINAL PAYMENT AND GUARANTEE OF ONE YEAR - Neither the final certificate, final payment, or any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which may appear to be discovered up to one year after recording of the Notice of Completion. The Owner shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately upon receiving such notification. Payment due to the Architect by the Owner for extra Architectural services required in the enforcement of Contractor's guarantee after acceptance of the work shall be paid to the Owner by the Contractor or his Surety.

34. OCCUPANCY BY THE OWNER - The Owner shall have the right to occupy the building or use the improvements prior to the completion of the entire work, and that such occupancy or use shall not operate as an acceptance of any part of the work.

35. METHOD OF PAYMENT - Payments to the Contractor shall be made monthly and upon final completion of construction as follows: The Contractor shall present the hereinafter described statement to the Architect on the first day of each calendar month, or upon final completion of the work showing the percentage of the work completed. The statement shall include the value of all labor expended upon and materials incorporated into the work. It shall also include the value of materials to be incorporated into the work which have been delivered and satisfactorily stored on the site, as determined and approved by the Architect. Payment shall be made

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to the Contractor by the Owner upon presentation to the Owner of a certificate issued by the Architect in the amount of 90% of the value of the labor expended upon and materials incorporated into the work and 75% of the value of the materials delivered and satisfactorily stored upon the site. Said payments shall be based upon the total Contract price and only such labor and materials therein required. The final 10% of the Contract price shall be paid, upon the Architect's certificate thirty-five days after the recording of the Notice of Completion, subject, however, to the withholding of payment under Paragraph 25 of these General Conditions. Upon receipt of a payment request, the County shall review the request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request and any payment request determined not to be a proper request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by County shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds the seven day return requirement set forth above.

36. TIME FOR COMPLETION - The Contractor shall have the number of consecutive calendar days from the date of the commencement of construction, as set forth in the Agreement, within which to complete the work, subject, however, to extensions of time duly granted in the manner and for the reasons specified herein.

37. DAMAGES - If the Contractor fails to complete the work within the time limits and/or under the conditions herein set forth, Owner shall deduct from any amounts due or to become due to the Contractor, an amount equal to all actual damages suffered by the Owner as a result of such failure, including, but not limited to, that which the Owner pays to the Clerk of the Works, the Owner's expenses for building rentals, travel and transportation, and additional salaries and for any other expenses attributable to the delay. The foregoing shall not limit damages which would be otherwise recoverable under applicable law.

38. GUARANTY BONDS - The successful bidder shall deliver to the Owner an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract, and also shall deliver to the Owner a separate executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security to the payment of all persons performing labor and furnishing materials in connection with this Contract. The Sureties of all bonds shall be such Surety company or companies as are approved by the Owner, and as are authorized to transact business in the State of California. Cost of bonds shall be included in the bid and Contract price.

39. CLIMATIC CONDITIONS - The Contractor shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against injury from extreme heat, cold, dry winds, or dampers. The Architect shall have full authority to suspend operations on work when subject to damage by climatic conditions or because of insufficient curing or drying of surfaces or materials.

40. LAWS CONCERNING THE OWNER A PART HEREOF - The Contract is subject to all provisions of the Constitution and laws of California governing, controlling or affecting the Owner, or the property, funds, operations or powers of the Owner, and such provisions are by this reference made a part hereof and of the Contract.

41. APPRENTICEABLE OCCUPATIONS - The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations on contracts involving \$30,000 or more requiring twenty working days or more.

42. BIDS \$25,000 OR LESS - If the total amount bid is \$25,000 or less, then the Payment bond and Performance Bond are not required, provided that one payment of all compensation shall be made following satisfactory completion of all work.

43. DEPOSIT OF SECURITY - In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to insure performance under the Contract.

44. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE - The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to

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and approved by Owner. Except for workers' compensation insurance, Owner, its Directors and Officers, Board of Directors, employees, agents or representatives shall be named as an additional insured and be furnished thirty-day's written notice prior to cancellation. The Contractor shall not allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been obtained. Insurance carrier must be California Admitted, with a minimum of AM Best Rating of A:VIII (8), unless waived in writing by the Owner's Risk Manager.

A. Workers' Compensation Insurance. If Contractor has employees as defined by the State of California, the Contractor shall maintain during the life of this Contract, Worker's 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 to waive subrogation in favor of the Agency and, if applicable, provide a Borrowed Servant/Alternate Employer Endorsement.

B. Contractor's 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, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Redevelopment Agency of the County of Riverside, its Directors, Officers, Board of Directors, elected or appointed officials, agents or representatives, as Additional Insured, and contain a Waiver of Subrogation in favor of the Agency. 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.

C. 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 and hired vehicles 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. Policy shall name the Agency, its Directors, Officers, Board of Directors, employees, elected or appointed officials, agents or representatives, as Additional Insured, and contain a Waiver of Subrogation in favor of the Agency.

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 or Agency property, or used in any way connected with the accomplishment of the work performed in this contract.

E. All Insurance Lines.

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

2) Contractor shall cause Contractor's insurance carrier(s) to furnish the Agency 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 Agency 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 thirty (30) days written notice shall be given to the Agency prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the Agency receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsement 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 Agency 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.*

3) It is understood and agreed to by the parties hereto and the insurance company(s) that the Certificates of Insurance and policies shall so covenant and shall be construed as primary, and the Owner's insurance and or deductibles and or self-insured retentions or self-insured program(s) shall not be construed as contributory.

4) 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 which will add additional exposures

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(such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years, the Agency reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the Agency Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

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

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

45. WAGES AND HOURS - The Owner in accordance with the Labor Code has determined that the minimum wages paid on this project shall not be less than those set forth in the Notice Inviting Bids. Any class of laborers and mechanics (including apprentices) not listed in the schedule which will be employed on this Contract, shall be classified or reclassified, conformable to the schedule. While the wage rates shown are the minimum rates required to be paid during the life of the Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project and all deduction, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged. In connection with this wage scale, attention is directed to Section 1770-1777 of the Labor Code. The Contractor shall forfeit, as a penalty to the Owner, \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the Contract by him or by any Subcontractor under him. The Contractor and every Subcontractor shall keep an accurate record showing the name, occupation, and actual per diem wages paid to each worker employed by him in connection with the work executed under this Contract. The records shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement. In accordance with the provisions and requirements of Section 1810-16 of the Labor Code, neither the Contractor nor any Subcontractor who employs, directs, or controls the work of any worker employed to execute work done under the Contract, shall require or permit such worker to labor more than eight hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property. Within thirty days after any worker is permitted to work over 8 hours in one calendar day due to such extraordinary emergency, the Contractor shall file with the Owner a verified report setting the nature of the emergency. The report shall contain the name of the worker and the hours worked by him on the particular day. Failure to file the report within the thirty-day period shall be prima facie evidence that no extraordinary emergency existed. The Contractor and every Subcontractor shall keep an accurate record showing the name of, and actual hours worked by, each worker employed by him in connection with the work executed under the Contract. The record shall be kept open at all reasonable hours to the inspection of the Owner and the Division of Labor Law Enforcement. The Contractor shall forfeit, as a penalty to the Owner, \$25 for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight hours, in violation hereof.

46. BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS" - The provisions of this paragraph control over the provisions of Paragraph 8 of these General Conditions. Whenever any material, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion). As a part of his bid Proposal any bidder may include a request for a substitution of an item "equal" to any so specified by brand or trade name. Within thirty-five calendar days after award of the Contract, the Contractor may submit to the Architect data substantiating such a request made in his bid Proposal; otherwise the request shall be deemed to have been withdrawn. Such submission shall include data showing the equality, his reasons for making the request, and the difference, if any, in cost to the Contractor. The Architect shall promptly investigate the request and make a recommendation to the Owner as to equality of the requested substitute. The governing board of the Owner shall promptly determine whether or not the substitute is equal in every respect of the item specified, shall grant or deny the request accordingly, and shall notify the Architect, who shall inform the Contractor in writing. Unless the request is granted by the governing board of the Owner, the substitution shall not be permitted. Nothing herein shall authorize any change in the Contract price nor prevent the use of Change Orders in the manner authorized by law for the project.

47. NOTICE OF COMPLETION - The Contractor shall promptly notify the Architect when construction is complete, to enable the Architect to make his final inspection and inform the Owner. Within ten days after the completion of construction in accordance with the Contract, and not otherwise, the Owner shall cause a Notice of Completion to be recorded in the office of the County Recorder.

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48. EQUAL OPPORTUNITY CLAUSE - The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order. The prime Contractor shall, as a part of this Contract, conform to and shall require such Subcontractor to conform to the following requirements if such requirements are found to be applicable to the Contractor or Subcontractor:

A. Transactions of \$10,000 or Under:

1. Contracts and subcontracts not exceeding \$10,000 are exempt from requirements of this clause 2. No Contractor or Subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of the Equal Opportunity Clause. With respect to contracts and subcontracts for indefinite quantities, this Equal Opportunity Clause shall apply unless it is determined by the Owner that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed \$10,000.

B. Transactions in Excess of \$10,000, but Not More Than \$50,000:

1. Each prime Contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all State and Federal laws and regulations concerning Fair Employment Practices.

2. The Contractor shall maintain a written copy of its affirmative action plan and will furnish a copy to the Owner upon request of the Owner. The Owner reserves the right during the life of the Contract, to require the Contractor to complete an affirmative action compliance report furnished by the Owner setting forth definite goals and timetables and indicating progress in meeting the goals.

C. Transactions of \$50,000 or More:

1. Each prime Contractor who has fifty or more employees and a Contract of \$50,000 or more shall develop and submit to the Owner within thirty days of award, a written affirmative action compliance program including definite goals and timetables with proposed dates of compliance. The prime contractor shall make, as condition of his Subcontract, the same requirement of each Subcontractor who has fifty or more employees and a subcontract of \$50,000 or more. Each Contractor shall include in his affirmative action compliance program a complete table of his employee's job classifications. This table must include, but need not be limited to, job titles, duties and rates of pay.

2. For the purpose of determining the number of employees under the preceding paragraph, the average of the Contractor's or Subcontractor's employees for the twelve month period immediately prior to award, or the total number of employees

Contractor or Subcontractor will have on all jobs or sites when performing this Contract, whichever is higher, shall be used.

D. Contractor agrees that he will permit access to his records of employment/advertisement, application forms and other pertinent data and records by the Owner or his designee and any State or Federal agency having jurisdiction for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.

E. The Owner shall have the right to assign an affirmative action representative to monitor the conduct of the Contractor and Subcontractors under this Contract. The affirmative action representative shall have the right to enter the construction or manufacturing site for the purpose of obtaining information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under the Contract. These General Conditions may be modified where the specific terms of a particular grant or program are inconsistent or require additional acts. Any such Special Conditions imposed upon the Owner as a condition of such grant or program shall be included in the Special Conditions made a part of this Contract.

F. Special Requirements for Federal Assisted Construction Contracts: During the performance of this Contract, the Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Vol. 33 No. 104 of Federal Register dated May 28, 1968.

49. COMPUTING CHANGE ORDERS -

A. LABOR: The costs of labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, and insurance, health and welfare, pension, vacation, apprenticeship

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funds, and other direct costs resulting from Federal, State, or local laws as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for the equipment rental.

B. MATERIALS: The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax freight and delivery.

C. TOOL AND EQUIPMENT USE: No payment will be made for the use of tools which have a replacement value of \$100.00 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

D. OVERHEAD, PROFIT, AND OTHER CHARGES: The mark-up for overhead and profit on work added to the contract shall be according to the following schedule:

1. For work performed by the contractor's forces the added cost for overhead and profit shall not exceed (15%) of the net cost of the work.
2. For work performed by the sub-contractor, the cost for combined overhead and profit of both the prime contractor and the subcontractor shall not exceed (20%) of the net cost of the sub-contractors work.
3. For work performed by a sub-contractor, or any lower tier of sub-contractor, the cost for combined overhead and profit of the prime contractor, shall not exceed (25%) of the net cost of the sub- contractor's work.
4. "Net Cost" is hereby defined as consisting of costs of labor, materials, and equipment use only. The cost of applicable insurance and bond premium will be reimbursed to the contract at cost only, without mark-up.

50. SEQUENCE OF THE WORK - Prior to starting construction, the contractor shall submit to the owner, for approval, a work schedule which shall show the estimated dates that he plans to be working. The owner reserves the right to alter the contractors schedule to prevent excessive public nuisance or to expedite construction of specific items. No portion of the work will begin without giving (48) hours prior notice to the owner. The contractor is advised that most County facilities function between 8:00 a.m. and 5:00 p.m., Monday thru Friday, and that certain inconveniences will be encountered. The work shall be so planned and executed that these are kept to a minimum. As the project is approaching 90% completion, a preliminary punch list should be made and correction made. Before the final inspection, a final punch list shall be developed, and all corrections made and recorded, before the final walk through is made by the owner. Any defects, deficiencies found in the material, equipment, workmanship, or project completion, shall be replaced, repaired or finished before Final Payment.

51. ASSIGNMENT OF CLAIMS - In submitting a bid on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the contractor and/or subcontractor do offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

52. CLAIMS RESOLUTION - In accordance with Public Contract Code Section 20104-20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor the Owner shall be resolved following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public to Public Contract Code Section 10240 et seq.

A. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.

1. Claims under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
2. Claims over \$50,000 but less than or equal to \$375,000.

The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the

COUNTY OF RIVERSIDE

Redevelopment Agency for the County of Riverside
44-199 Monroe Street, Suite B
Indio, CA 92201
PH (760) 863-2552 Fax (760) 863-2551

Notice Inviting Bids: Abatement Services
Bid Issue Date: 5/25/2011
CLOSING DATE: 6/15/ 2011 by 3:00pm
Lorena G. Rodriguez
lgrodriguez@rivcoeda.org

claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce additional information or documents, whichever is greater.

B. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.

C. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

D. If a civil action is filed to resolve any claim the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

END OF DOCUMENT

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ATTACHMENT 1

Page 1 of 1

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in 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, 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 employees

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 will comply with such provisions before commencing the performance of this Contract.

Principal

Principal

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

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ATTACHMENT 2

PICTURES OF MOBILE HOMES

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ATTACHMENT 3 Sample Work Order

<div style="display: flex; justify-content: space-between;"> <div style="font-size: 24px; font-weight: bold; margin-left: 20px;">Work Order</div> <div style="font-size: 10px; margin-right: 20px;"> <p>Lorena G. Rodriguez Redevelopment Agency for the County of Riverside 44-199 Monroe St, Suite B Indio, CA 92201 Telephone: (760) 863-2552 Fax: (760) 863-2551</p> </div> </div>	
Homeowner: Mobile Home Park Name: Unit Address: Work Order Number:	Contractor: Address: Phone: Fax: Date: MHTL:
Notice to Proceed	
Location and Description	
_____ located at _____.(Not on Fee Land or Tribal Land) The mobile home described as a: <input type="checkbox"/> Single Wide Unit <input type="checkbox"/> Double Wide Unit Color: red w/brown Manufacturer Trade Name: _____	
Scope of Work	
Removal and transportation of Mobile Home to an authorized facility to be demolished. If additional services and/or use of special equipment are necessary to complete the work, prior written authorization must be obtained. The Contractor shall complete the demolition services within fourteen (14) calendar days from receipt of the work order.	
Work to start by:	Work to be completed by:
Work Order Amount:	
Approved By: _____ Tom Fan, Principal Development Specialist	Approved By: _____ Lorena G. Rodriguez, Development Specialist
Abatement Confirmation	
I, _____, certify that the above described mobile home was abated from its location, demolished, and disposed of in accordance with the Service Agreement and that the above abated mobile home or trailer and parts shall not be reconstructed or made operable.	
Demolition Company Owner's Name _____	Date _____