

**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

**FORMER RUBIDOUX STATION POST OFFICE BUILDING  
5757 TILTON AVENUE  
RIVERSIDE, CA 92509  
APN: 181-041-007**

**Housing Authority of the County of Riverside (HACR)  
5555 Arlington Avenue  
Riverside, CA 9250**

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**IFB INFORMATION AT A GLANCE**

HACR CONTACT PERSON:	George Eliseo, Contracting Officer <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a> 951-343-5481 (office) 951-688-6873 (fax)
HOW TO OBTAIN THE IFB DOCUMENTS:	<ol style="list-style-type: none"><li>1. Access <a href="http://www.harivco.org/">http://www.harivco.org/</a></li><li>2. Scroll down and download <b>IFB NO. 2017-002 POST OFFICE DEMOLITION PROJECT</b></li><li>3. Download and save the IFB/Plans to your computer.</li></ol>
IFB RELEASE DATE:	<b>August 15, 2017</b>
<b>PRE-BID CONFERENCE: (JOB WALK)</b>  <b>NOTE: JOB WALK ATTENDANCE IS MANDATORY!!</b> Prospective bidders must attend the pre-bid conference (job walk). This job cannot be bid without inspection of the building to be demolished.	<b>August 22, 2017 at 10:00 AM</b>  Former Rubidoux Station Post Office 5757 Tilton Avenue Riverside, CA 92509
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFI's)	<b>August 25, 2017 at 5:00 PM</b>
<b>BID SUBMITTAL DEADLINE – BID OPENING:</b>	<b>September 5, 2017 at 2:00 PM</b> 5555 Arlington Avenue Riverside, CA 92504 (Bids shall be delivered to the Housing Authority of the County of Riverside (HACR), on the 1st Floor of HACR Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Bids shall be promptly opened in public at said address. Attention: Robert Lane)
<b>DEMOLITION COST ESTIMATE:</b>	Approximately \$50,000
<b>NOTE:</b> HACR reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!	<b>Notices of any such decisions or modifications will be located at:</b> <a href="http://www.harivco.org">www.harivco.org</a>

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**INTRODUCTION**

The Housing Authority of the County of Riverside (hereinafter, "HACR") is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families, within the County of Riverside. The HACR is headed by an Executive Director (hereinafter, "ED") and is governed by a five-person Board of Commissioners, (hereinafter, "BOC") and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR"), Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq. and the HACR's procurement policy.

Currently, the HACR maintains an inventory of 469 public housing units, 17 revenue bond-financed rental housing units, and 77 farm worker apartment units. The HACR also administers approximately 8,827 Tenant-Based Section 8 Vouchers, 80 Section 8 Moderate Rehabilitation Vouchers, 115 Shelter-Plus Care Vouchers, 90 Housing Opportunities for Persons with AIDS (HOPWA) units, 557 Family Self Sufficiency (FSS) participants, and 48 Project-Based Rental Assistance Vouchers. The HACR currently has approximately 145 employees.

The HACR is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

The HACR's Board of Commissioners adopted a resolution authorizing the HACR to accept any and all right, powers, assets, liabilities, duties, loans, leases, and obligations associated with the housing functions of the former Redevelopment Agency of the County of Riverside, the City of Coachella, and potentially the City of Norco. Therefore, the HACR's portfolio includes fund assets for the Low and Moderate Income Housing Funds and Housing Bond Proceeds to be expended for wind-down activities and the development of housing projects on fifty seven (57) parcels of land, with a total value of \$34.4 million and four (4) other parcels in the Coachella Valley. Other transferred assets include long-term loans receivable approximately worth \$172 million, and program income from tenant rents and other leases.

In keeping with its mandate to provide efficient and effective services, the HACR is now soliciting bids from qualified, licensed and insured entities to provide demolition services for the complete demolition and removal of the former Rubidoux Station Post Office building at 5757 Tilton Avenue, Riverside, CA 92509.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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**1.0 HACR'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive, or Terminate the IFB.** The HACR reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, in its sole and absolute discretion, if deemed by the HACR to be in its best interests.
- 1.2 Right to Not Award.** The HACR reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** The HACR reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon five (5) calendar day's written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** The HACR reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Determine Financial Responsibility and Viability.** The HACR reserves the right to require of bidder information regarding financial responsibility and viability or such other information as the HACR determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** The HACR reserves the right to retain all written bids submitted to the HACR in response to this IFB, and not permit withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said bids. The HACR may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by the HACR Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** The HACR reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** The HACR shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Amend Prior to Award.** HACR reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACR's website at [www.harivco.org](http://www.harivco.org) and/or [www.missionreproplanroom.com](http://www.missionreproplanroom.com) Internet System (hereinafter, the "noted Internet System" or the "System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. The HACR reserves the right to amend the contract any time prior to contract execution.
- 1.10 Right to Prohibit.** The HACR shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing [www.harivco.org](http://www.harivco.org) and/or [www.missionreproplanroom.com](http://www.missionreproplanroom.com) Internet Systems

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(hereinafter, the “noted Internet System” or the “System”) and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 calendar days of the discovery of any item listed herein or of any item that is issued thereafter by the HACR that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACR, but not the prospective bidder, of any responsibility pertaining to such issue.

- 1.11 Right to Issue New Bids.** In the event the HACR rejects all bids submitted, the HACR reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.
- 1.12 Right to Cancel Award.** HACR reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 1.13 Right to Revise Quantities.** HACR reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HACR under the following conditions:
- 1.13.1** Funding is not available;
  - 1.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
  - 1.13.3** HACR’s requirements in good faith change after the award of the contract.
- 1.14 Right to Require Additional Information.** HACR reserves the right to require additional information from all prospective bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACR.
- 1.15 Right to Require Accurate Timesheets.** HACR reserves the right to require the successful bidder to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 1.16 Right to Contact.** HACR reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the bidder regardless of their inclusion in the reference section of the bid submittal.
- 1.17 Right to Seek Restitution.** In the event any contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, HACR reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder’s rate and new company’s rate) beginning the date of successful bidder’s termination through the contract expiration date.
- 1.18 Right to Amend Prior to Contract Execution.** HACR reserves the right to amend the contract any time prior to contract execution.

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**2.0 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS (T/S):** The HACR is seeking bids from qualified, licensed and bonded entities to provide demolition services at the site listed below:

Former Rubidoux Station Post Office Building  
5757 Tilton Avenue, Riverside, CA 92509

**2.1 Demolition Planning:** The HACR requires the successful bidder to have a complete demolition plan schedule prior to starting work and to have that plan approved by the HACR project manager or his designee, five (5) calendar days prior to the projected start date.

**2.2 Asbestos Abatement:** Each bid shall be in accordance with the Asbestos Survey Report for the Rubidoux Post Office, Riverside, California dated August, 2017 by Scott Morrison. This Asbestos Report will be made available to all bidders upon its completion via email or via download from the Housing Authority website no later than August 28, 2017. An addendum declaring this Asbestos Report to be the most current and final report will be issued and incorporated as part of this IFB by this reference.

**2.3 GENERAL SPECIFICATIONS OF WORK:**

**2.3.1** The demolition and removal work under this IFB shall be performed at the former Rubidoux Station Post Office building, 5757 Tilton Avenue located in the Community of Rubidoux, County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, services and incidentals, and performing all work necessary for the demolition of the former Post Office building in strict conformance with all of the demolition contract documents.

**2.3.2** The main project will consist of the demolition and removal of the former Post Office Building in its entirety to grade level. Removal of the building includes removal of interior and exterior systems, equipment, furnishings, appurtenances and utility lines within the building footprint.

**2.3.3** The existing building is one story with height ranging from 20' to 25' above grade. The approximate floor area to be demolished is 9,549 square feet, however the roof overhang and cinder block pillar supports extend the exterior square footage area to approximately 10,500 square feet. The building also has a reinforced concrete loading dock (platform) of 547 square feet. The existing building is typical construction of concrete slab on grade foundations. Exterior walls are concrete cinder block. The roof is plywood underlay with tarpaper, rubber coating, and cement tiles. Interior walls are masonry and gypsum drywall on metal studs. Interior finishes are typical commercial grade items. There is also a walk-in vault located inside the building.

**2.3.4** Additionally, the contractor shall demolish and remove all of the buildings' below grade footings and foundations. Contractor to backfill the foundation area and all trenches or holes remaining after removal of foundations and footings with specified fill material, compact to specified density and grade to a smooth and level transition with existing surrounding grades and sloped for positive drainage.

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**2.3.5** The Contractor must notify the **California DIG Alert Center** by calling **811** at least four (4) working days prior to any excavation in excess of twelve inches (12"). The Contractor shall use **WHITE PAINT** to delineate his area of excavation.

**2.3.6** Contractor will be responsible for all required demolition permits.

**2.3.7** Contractor will be responsible for coordination with all utility companies for removal or termination of electrical power lines and for disconnection of all utilities, including but not limited to water, gas, and sewer, prior to the beginning of demolition. All closures/terminations shall be in accordance with California state law, County of Riverside requirements, the regulations of the utility, and any other applicable law.

**2.3.8** Contractor may remove all trees adjacent to the building if needed.

**2.3.9** Contractor to protect anything in the public right-of-way, and all adjacent construction and any work outside the immediate building demolition area. Protection includes streets, curbs, sidewalks, streetlights, fences, utilities and utility poles.

**2.3.10** Contractor will have sixty (60) calendar days to complete the project.

**2.3.11** Contractor shall legally dispose of any and all debris and material and pay any disposal fees required. Contractor will provide HACR with copies of any documents evidencing the ultimate disposition of all demolition debris, including items sold as salvage.

**2.4 Field Verification:** All bidders are responsible to field verify existing conditions and promptly notify the HACR if discrepancies in and omissions from the plans, specifications or other contract documents are found in the field, including unforeseen conditions that may affect the successful completion of the demolition project. Contractors will have access to the Post Office to verify square footage and conditions at the pre-bid conference (job-walk).

**2.5 Explanations and Interpretations to Prospective Bidders:** Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least **ten (10) calendar days** before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

**2.6 Interpretation of the Documents:** Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The HACR will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such

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nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the HACR.

- 2.7 Amendments to the IFB:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACR's requirements. Amendments will be on file in the offices of the HACR at least five (5) calendar days before bid opening.
- 2.8 Caution to Bidders:** Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the bidder by various other portions of this IFB and the attached contract documents.

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**3.0 BID FORMAT:**

**3.1 Two-step Bid Submittal Process:** All bidders will initially submit the documentation/information detailed within the following listed Step #1. Then, the HACR will notify which bidders are to submit, within five (5) days after being notified to do so, the information detailed within the following detailed Step #2 (the bidder(s) that are directed to submit information for Step #2 will generally be the apparent low bidders that the HACR intends to award the project).

**3.1.1 Tabbed Bid Submittal.** As may be further described herein, the HACR intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the HACR can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACR has published herein or has issued by addendum.

Tab No.	Description
1	<b>Form of Bid:</b> This Form is attached to this IFB document as Attachment A. Input the fee/bid amount, complete and execute where provided thereon and submitted under this tab as a part of the bid submittal.
2	<b>Form of Bid Bond:</b> This Form is attached to this IFB document as Attachment C. Certificate as to Corporate Principal – this portion must be completed by the Secretary of the Corporation and the corporate seal affixed. Complete form and notarize. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
	<b>Bid Submittal Binding Method:</b> It is preferable and recommended that the bidder bind the bid submittal in such a manner that the HACR can, if needed, remove the binding (i.e. “comb-type;” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

**Step #2:** Documentation/information to be submitted, within 5 days, only by the apparent low bidder and only when directed to do so by the HACR.

Tab No.	Description
1	<b>Form of Non-Collusive Affidavit:</b> This Form is attached to this IFB document as Attachment D. Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully completed, executed where provided thereon and submitted under

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	this tab as a part of the bid submittal.
<b>2</b>	<b>Contractor Designation Form:</b> This Form is attached to this IFB document as Attachment B. This 2-page Form must be fully completed executed and submitted under this tab as a part of the bid submittal. NOTE: Bidders must also provide HACR with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This requested information is detailed in the Profile of Firm Form. This Form <b>MUST</b> be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HACR for any and all services and goods provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
<b>3</b>	<b>Managerial Capacity:</b> The bidder entity must submit under this tab a concise description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Contractor Designation Form (Attachment B)</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
<b>4</b>	<b>Other Information (Optional Item):</b> The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HACR in its evaluation.
	<b>Insurance Certificates.</b> The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 6.2.1 through 6.2.5 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

- 3.2 Bidder's Security:** Bids in excess of twenty-five thousand dollars (\$25,000) shall be accompanied by a bid guarantee of not less than ten percent (10%) of the amount of the bid, including the aggregate of all separate bid items and schedules covered by the bid, which may be: bid bond, money order, certified check or bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. ***The Form of Bid Bond (Attachment C) must be fully completed, executed and notarized where provided thereon and submitted under tab 3 (above) as a part of the bid submittal.*** Said check or bond shall be made payable to the HACR and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with the HACR and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall

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be forfeited to the HACR. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond from bound herein, or one conforming substantially to it in form.

- 3.3 State Prevailing Wage Determination:** See Attachment E for a list of prevailing wage determinations that may apply to this project. The Contractor should verify that they are paying the correct wage rates for their employees by confirming with the State of California Dept. of Industrial Relations. CA DIR Website at [www.dir.ca.gov](http://www.dir.ca.gov)
- 3.4 Public Works Registration Program:** SB 854 was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals. Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code). Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects. **Under the new program, contractors and subcontractors will be required to register before bidding and entering into public works contracts on state and local public works projects.** To implement the program, the DIR has established an online registration system ([www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html)) which went live on **July 1, 2014**. Only contractors who have registered through the program may bid on public works projects beginning **March 1, 2015** and may enter into public works contracts beginning **April 1, 2015. (See Update Below).**
- 3.5 Public Works Registration Program Update:** SB 96 was enacted on June 27, 2017. Amongst other things, the bill makes changes to Labor Code sections 1725.5, 1771.1 and 1773.3 and Public Contract Code section 4104. Moving forward, DIR notification of an award of a public project will only be required for projects greater than \$25,000 for construction, alteration, demolition, installation, or repair work, or projects greater than \$15,000 for maintenance work. The law also now requires that bidders provide the DIR registration numbers for all subcontractors listed in a bid for a project.
- 3.6 Bid Submission:** All bids must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of the County of Riverside (HACR)  
Attention: George Eliseo, Contracting Officer  
5555 Arlington Avenue  
Riverside, CA 92504**

The package exterior must clearly include the following, "**IFB No. 2017-002 Post Office Demolition Project**" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

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- 3.7 Bid Acceptance Period:** The acceptance period is the number of calendar days available to the HACR for awarding a contract from the date specified in this solicitation for receipt of bids. The HACR requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than the HACR's minimum acceptance period will be rejected.
- 3.8 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACR by the bidder, such may invalidate that bid. If, after accepting such a bid, the HACR decides that any such entry has not changed the intent of the bid that the HACR intended to receive, the HACR may accept the bid and the bid shall be considered by the HACR as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet Site, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the HACR delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by amendment pertaining to this IFB.
- 3.9 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACR, including the IFB document, the documents listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the HACR requirements contained within the documents may cause that bidder to not be considered for award.
- 3.10 Bidder's Responsibilities; Contact with the HACR:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HACR staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HACR to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.11 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACR for the performance under this IFB or any resulting contract.
- 3.12 Invitations for Bids (IFB) Amendments:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any

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amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACR requirements. Amendments will be on file in the offices of the HACR and at least **seven (7) calendar days** prior to bid opening. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by amendment to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between the HACR and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO, it simply means that other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment.

- 3.13 Mandatory Pre-bid Conference (Job Walk):** The scheduled job walk is mandatory. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to give prospective bidders an understanding of the full scope of the job and the IFB documents so that they feel confident in submitting an appropriate bid; therefore, at this conference the HACR will conduct a brief overview of the IFB documents, including the attachments, as well as walk the entire job site. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. All attendees should bring a copy of the IFB documents to this conference; the HACR ***will not*** distribute any copies of the IFB documents.
- 3.14 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

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**4.0 BID EVALUATION:**

**4.1 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HACR will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time. The HACR will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible. The HACR reserves the right to, as determined by the HACR, “waive informalities and minor irregularities” in the offers received.

**4.1.1 Ties:** In the case of tie bids, the award shall be decided by “drawing lots or other random means of selection.”

**4.2 Responsive Bid Evaluation:** After the public opening of bid submittals, all bids received will later be evaluated by the CO for responsiveness, starting with the apparent lowest bidder. Bids not meeting the IFB’s listed minimum requirements are deemed to be non-responsive and shall not be considered further. The CO may then consider the next apparent lowest bidder, in his/her sole and absolute discretion. The non-responsive bidder will be notified of such in writing by the HACR in a timely manner.

**4.3 Responsible Bidder Evaluation:** Once a bid is determined to be responsive to the IFB, the CO will then evaluate the apparent lowest responsive bidder to ensure that he/she or their firm is responsible. If the CO ascertains that such person or firm is responsible, as defined below in Section 4.3.1, the CO may then proceed with a notice of intent to award. If the CO determines that such person or firm is deemed to be not responsible, in his/her sole and absolute discretion, they will be notified of such in writing by the HACR in a timely manner. The non-responsive bidder may request further information and a hearing; in such case the CO may proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

**4.3.1 Responsible Bidder Requirements:**

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;

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- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;
- Be otherwise qualified and eligible to receive an award under all applicable laws and regulations, including not being debarred or suspended under a HUD-imposed LDP. Be advised that all persons or contractors that have been suspended or debarred from Federal programs will be indicated as such in the System for Award Management (SAM).

**4.3.2 Additional Evidence of Responsibility:** The HACR reserves the right to request additional information whether in writing or by oral presentation in order to further determine the successful bidder's responsibility. Failure to provide adequate documentation within the specified time period will result in the successful bidder being determined as non-responsible. Additional steps or information may include, but are not limited to:

- Copies of financial statements, credit bureau reports, lines of credit and/or account balances with the successful bidder's financial institutions and/or a breakdown of his/her material costs.
- Copies of any business audits or financial reports.
- Lists of other contracts completed and contact information on past customers.
- A list of all personnel and their requisite experience as it relates to this IFB that are currently available to work.

**4.4 Restrictions:** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

**4.5 Bid Protest:** Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with the HACR pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HACR or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from any responsibility to take any corrective action, and as a result of noncompliance, the

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appeal will be dismissed without further review. The HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF IFB NO. 2017-002  
Housing Authority of the County of Riverside (HACR)  
Attn: George Eliseo, Contracting Officer  
5555 Arlington Avenue  
Riverside, CA 92504**

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**5.0 CONTRACT AWARD:**

**5.1 Lowest Responsive and Responsible Bidder:** An award of a contract pursuant to this IFB, if determined to be in the best interest of the HACR to do so, will be made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

**5.1.1 Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of the base bid amounts on the base contract.

**5.2 Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

**5.2.1** By completing, executing and submitting the Form of Bid, Attachment A, the successful bidder is thereby agreeing to “abide by all terms and conditions pertaining to this IFB as issued by the HACR, in hard copy, including an agreement to execute the attached Sample Contract form (Attachment F).” Accordingly, the HACR has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HACR has no power or authority to negotiate any clauses contained within any attached documents.

**5.2.2** Depending on the amount of the award (typically for amounts greater than \$75,000), the HACR will forward the contract to the HACR Board of Commissioners (BOC) for approval prior to signing the contract with the lowest responsive and responsible bidder.

**5.2.3** The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the HACR BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

**5.3 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACR pursuant to this IFB:

**5.3.1 Contract Form:** By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that HACR will only execute agreements prepared by HACR which are substantially approved as to form and substance by HACR. The HACR WILL NOT execute the successful proposer's contract form. Any proposer that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with the HACR in writing during the bidding period (prior to the posted bid submittal deadline). HACR will consider such clauses and determine in its sole and absolute discretion, whether or not to amend the contract if deemed by the HACR to be in its best interests.

**5.3.2 Assignment of Personnel:** The HACR shall retain the right to demand and receive a change in personnel assigned to the work if the HACR believes that such change is in the best interest of the HACR and the completion of the contracted work.

**5.4 Contract Period (Time of Completion):** The successful bidder agrees to commence work no later than **ten (10) calendar days** after the commencement date specified in the **Notice to Proceed (NTP)** and to fully complete the project within **sixty (60) calendar days**. The NTP is the written notification from the HACR giving the contractor

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notice to commence with the project. The NTP will specify project details such as the mobilization start date, construction start date, and work completion date. **NOTE:** The timeframe for ordering and delivery of supplies and/or materials is typically not included with the issuance of the NTP. The NTP is issued once HACR staff and the contractor have mutually agreed to commence construction, installation, erection, alteration, repair and demolition activities.

**5.4.1 Liquidated Damages:** If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the HACR as liquidated damages, the sum of **\$300.00** for each day of delay.

**5.4.2 Temporary Delay Possible:** The HACR may withhold issuance of the NTP for a period not to exceed **ninety (90) calendar days** after the Contract is executed.

**5.4.3 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and HACR may pursue compensatory and/or liquidated damages under the contract.

**5.5 Execution of the Work:** All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. The HACR may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the HACR to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours for all locations of the HACR are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HACR.

**5.6 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. The period will begin on the date of "FINAL" acceptance by HACR.

**5.6.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

**5.6.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

**5.6.3 Assignment of Warranty:** Contractor shall assign any warranties and guarantees to HACR and provide the Contractor's Warranty for Labor and Installation to HACR along with all Manufacturers' Warranty documents.

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**6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:**

**6.1.1** Upon issuance of the Notice of Award or Notice of Intent to Award, the successful bidder will have **seven (7) calendar days** to supply a payment/performance bond and furnish insurance documents in accordance with the Contract Documents.

**6.1.2 Assurance of Completion (Performance Bond & Payment Bond):** The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of 100 percent of the contract price.

**6.1.3 Security substitutions for monies withheld to insure the contractor's performance:** In accordance with Section 22300 of the State of California Public Contract Code, the Contractor at his request and expense will be permitted to substitute equivalent securities for any monies withheld to insure performance.

**6.2 Licensing and Insurance Requirements:** Prior to contract award (but not as a part of the bid submission) the *successful bidder* will be required to provide:

**6.2.1 Insurance:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the Authority harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the Authority herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

**6.2.3 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

**6.2.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than

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\$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, its Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**6.2.5 Professional Liability:** If Contractor is providing services or expertise that falls under a quasi-professional role, Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the performance period and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**6.2.6 General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Contractor shall cause Contractor's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority 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 Contract shall terminate forthwith, unless the Authority receives, prior to such effective date, another

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properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the Authority 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, showing that such insurance is in full force and effect. 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.***

- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the Authority.
- h. Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

**6.3 Business License:** A copy of the bidder's business license allowing that entity to provide such services within the County of Riverside, State of California.

**6.4 Contractor's License:** A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a "**C-21**" – **Building Moving/Demolition Contractor** license to perform the specialty work, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing. The successful bidder will also need a "**C-22 – Asbestos Abatement Contractor**" license or that portion of the work may be subcontracted out in order to remove all asbestos within the building.

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**7.0 ADDITIONAL CONSIDERATIONS**

- 7.1 Work on HACR Property:** If the successful bidder's work under the contract involves operation on HACR premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACR.
- 7.2 Subcontractors:** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the HACR. Also, any substitution of subcontractors must be approved in writing by HACR prior to their engagement.
- 7.3 Salaries and Expenses Relating to the Successful Bidders Employees:** Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.
- 7.4 Applicable Statutes, Regulations & Orders:** Successful bidders shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities, including but not limited to:
- 7.4.1** Executive Order 13658
  - 7.4.2** Executive Order 11246
  - 7.4.3** Executive Order 11063
  - 7.4.4** Copeland "Anti-Kickback" Act (18 USC 874)
  - 7.4.6** Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
  - 7.4.7** Contract Work Hours & Safety Standards Act (40 USC 327-330)
  - 7.4.8** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
  - 7.4.9** Civil Rights Act of 1964, Title VI (PL 88-352)
  - 7.4.10** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
  - 7.4.11** Age Discrimination Act of 1975
  - 7.4.12** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
  - 7.4.14** Immigration Reform & Control Act of 1986
  - 7.4.15** Fair Labor Standards Act (29 USC 201, et. Seq.)

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**8.0 RECAP OF ATTACHMENTS:**

It is the responsibility of each bidder to verify that he/she has received and/or downloaded the following attachments pertaining to this IFB, which by this reference are included herein as a part of this IFB:

<b>Attachment</b>	<b>Attachment Description</b>
<b>A</b>	Form of Bid Form
<b>B</b>	Contractor / Subcontractor Designation Form
<b>C</b>	Form of Bid Bond
<b>D</b>	Form of Non-Collusive Affidavit
<b>E</b>	Prevailing Wage Determination List
<b>F</b>	HACR Sample Contract Form (please note that this contract is being given as a sample only--the HACR reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HACR determines is in its best interests to do so)
<b>G</b>	Directions for Preparation and Completion of Performance and Payment Bonds* <b>SELECTED/AWARDED CONTRACTOR WILL COMPLETE THE ENCLOSED PERFORMANCE AND PAYMENT BOND (LABOR AND MATERIALS BOND)</b>

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**FORM OF BID form  
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to the HACR with the completed Bid Proposal.
- B. Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for the **(IFB# 2017-002) POST OFFICE DEMOLITION PROJECT LOCATED AT 5757 TILTON AVENUE, RIVERSIDE, CA 92509 (APN: 181-041-007)** in strict accordance therewith and for the bid amount specified below:

Item #	Qty	BASE BID Description	Bid/Fee Amount
1	1 Unit	Demolition and Removal of former Rubidoux Station Post Office Building to Grade Level then Removal of Building Below-Grade Footings and Foundation. All as indicated in the scope of work (SOW) and contract documents.	\$
<b>TOTAL BASE BID AMOUNT</b>			\$

- C. Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received.
- D. Reserved.**
- E. Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted.
- F. Amendment(s):** (if applicable) The Bidder acknowledges he/she received the following issued addenda:  
 Amendment #1 Date: \_\_\_\_\_ Amendment #3 Date: \_\_\_\_\_  
 Amendment #2 Date: \_\_\_\_\_ Amendment #4 Date: \_\_\_\_\_
- G. Performance Bond and Payment Bond:** The undersigned agrees that, if he is selected as the Contractor, he will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Authority, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- H. Quantities:** The undersigned understands that the HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by the



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HACR. The HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. The HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the HACR requires.

- I. **Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- J. **Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed and to fully complete the PROJECT within **SIXTY (60) CALENDAR DAYS.**
- K. **Qualifications:** The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) \_\_\_\_\_ since \_\_\_/\_\_\_/\_\_\_
2. Have you been awarded any jobs but failed to complete? \_\_No \_\_Yes (please explain):  
\_\_\_\_\_  
\_\_\_\_\_
3. List work completed/ongoing in the last two years:

**Projects for the Housing Authority of the County of Riverside (if applicable)**

Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	
Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	

**Other Projects**

Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	
Project Description		Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other		
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:	Completion Date:	

4. **Banking Information:** Bank Name: \_\_\_\_\_ Branch Location: \_\_\_\_\_  
Account Name: \_\_\_\_\_

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- L. Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- M. Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- N. EEO:** The undersigned represents that he has (\_\_\_\_) he has not (\_\_\_\_) participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has (\_\_\_\_) he has not (\_\_\_\_) filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

**COMPLETED BY:** (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

_____ Signature	_____ Title	_____ Date
_____ Print Name	_____ Email Address	
_____ Company Name	_____ Address (Street; City; State; Zip)	
_____ Office Phone Number	_____ Mobile Phone Number	
_____ CSLB License Number	_____ CSLB License Designation	_____ Expiration Date
_____ D.I.R. Registration Number		

**BIDDER'S STATEMENT**

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HACR discovers that any information entered herein to be false, such shall entitle the HACR to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the form of bid, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the HACR, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Submittal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the HACR with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

_____ Signature	_____ Date	_____ Printed Name	_____ Company
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**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

**CONTRACTOR DESIGNATION FORM (ATTACHMENT B)**

**THIS TWO (2) PAGE FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR**

**(This Form must be fully completed and returned to HACR within 5 days when directed to do so.)**

(1) General/Prime \_\_\_\_\_ Sub-contractor<sup>1</sup> \_\_\_\_\_ **(This 2-page Form must be completed by each General and Sub-Contractor.)**

(2) IF NO SUBCONTRACTORS WILL BE UTILIZED, PLEASE CHECK THE FOLLOWING BOX No  Initials \_\_\_\_\_  
"NO SUBCONTRACTORS - PRIME CONTRACTOR INTENDS TO PERFORM ALL WORK DETAILED IN THIS IFB"

(3) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

(4) Street Address, City, State, Zip: \_\_\_\_\_

(5) Please attached a brief biography/resume of the company, including the following information:

(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(6) Identify Principals/Partners in Firm (submit under Tab No. 7 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 7 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%       Public-Held Corporation \_\_\_\_\_%       Government Agency \_\_\_\_\_%       Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%       African American \_\_\_\_\_%       \*\*Native American \_\_\_\_\_%       Hispanic American \_\_\_\_\_%       Asian/Pacific American \_\_\_\_\_%       Hasidic Jew \_\_\_\_\_%       Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%       Woman-Owned (Caucasian) \_\_\_\_\_%       Disabled Veteran \_\_\_\_\_%       Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_ Certified by (Agency): \_\_\_\_\_  
(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(9) Federal Tax ID No.: \_\_\_\_\_ (10) County of Riverside Business License No.: \_\_\_\_\_

(11) Contractor's State Licensing Board No.: \_\_\_\_\_ D.I.R. Registration No.: \_\_\_\_\_

Portion (Type) of Work: \_\_\_\_\_

**INVITATION FOR BIDS (IFB) NO. 2017-002  
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**CONTRACTOR DESIGNATION FORM – (ATTACHMENT B) - CONTINUED**

***THIS FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR***

**(This Form must be fully completed and returned to HACR within 5 days when directed to do so.)**

(12) Has your firm or any member of your firm been a part to litigation with a public entity?

Yes  No

Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(13) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?

Yes  No

Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(14) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?

Yes  No

Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(15) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?

Yes  No

Initials \_\_\_\_\_

If yes, when, with who and state the circumstances and any resolution.

(16) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?

Yes  No

Initials \_\_\_\_\_

If yes, when and state the circumstances and any resolution of the lawsuit.

(17) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?

Yes  No

Initials \_\_\_\_\_

If yes, when and state the circumstances and any resolution of the matter.

(18) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a contractor/bidder/vendor of any government sponsored or publicly assisted project?

Yes  No

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(19) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACR?

Yes  No

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(20) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the HACR or any person interested in the proposed contract; and that all statements in said bid are true.

Yes  No

Initials \_\_\_\_\_

(21) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HACR discovers that any information entered herein is false, that shall entitle the HACR to not consider nor make award or to cancel any award with the undersigned party.

Yes  No

Initials \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company

***<sup>1</sup> In compliance with Sections 4100-4114 of the Public Contract Code, the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid, and the portion of the work to be performed by that subcontractor.***

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**

**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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**“Form of Bid Bond”**

(This Form must be fully completed and placed under Tab No. 2 of the “hard copy” tabbed bid submittal.)

**ATTACHMENT C**

**(behind this page)**



ATTEST:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Corporate-Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Print or type the names underneath all signatures.)

Power -of-attorney for person signing for Surety Company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_  
who signed the said on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond  
was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its  
governing body.

\_\_\_\_\_  
(Corporate Seal)

**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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**“Form of Non-Collusive Affidavit”**

(This Form must be fully completed and returned to HACR within 5 days when directed to do so.)

**ATTACHMENT D**

**(behind this page)**





**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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**“Prevailing Wage Determination List”**

**ATTACHMENT E**

All California Prevailing Wage Determinations can be found online using the following link:

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS:

CRAFT: OPERATING ENGINEER

Group 1 Hourly: \$41.85 Fringes: \$25.89 Total: \$67.74

CRAFT: ASBESTOS AND LEAD ABATEMENT (LABORER)

Group 1 Hourly \$31.88 Fringes: \$19.09 Total: \$50.97

CRAFT: LABORER AND RELATED CLASSIFICATIONS (DEMOLITION)

Group 1 Hourly: \$32.34 Fringes: \$19.74 Total: \$52.08

**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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**“HACR Sample Contract”**

**ATTACHMENT F**

**(behind this page)**



1 services and duties in conformance to and consistent with the standards generally recognized as  
2 being employed by professionals in the same discipline in the State of California.  
3 CONTRACTOR further represents and warrants to the AUTHORITY that it has all licenses,  
4 permits, qualifications and approvals of whatever nature are legally required to practice its  
5 profession. CONTRACTOR further represents that it shall keep all such licenses and approvals  
6 in effect during the term of this Contract.

7 2. PERIOD OF PERFORMANCE: The term of this Contract shall commence from  
8 the date of execution of this Contract and shall be completed within **CALENDAR DAYS TO**  
9 **COMPLETE PROJECT**.

10 3. COMPENSATION/PAYMENT:

11 3.1 The AUTHORITY will compensate CONTRACTOR for all services  
12 rendered and costs incurred in accordance with the terms in Exhibit A.

13 3.2 The Total amount of compensation paid to the CONTRACTOR under this  
14 Contract shall not exceed the sum of **ACCEPTED TOTAL AMOUNT OF PROJECT**,  
15 unless a written amendment to this Contract is executed by both parties prior to performance of  
16 additional services, subject to approval by the Board of Commissioners.

17 3.3 CONTRACTOR shall invoice the AUTHORITY once services are rendered  
18 in accordance with Exhibit A attached hereto. AUTHORITY shall pay the invoice within thirty  
19 (30) working days from the date of receipt of the invoice. Authority shall not be liable for any  
20 interest or late charges in the performance of this Contract.

21 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any  
22 additional services or incur additional expense without first receiving the express written  
23 consent to proceed from the AUTHORITY in the form of an amendment to this Contract.

24 5. AMENDMENTS TO WORK PROGRAM: The Deputy Executive Director of  
25 AUTHORITY is authorized to approve and execute changes to the Contract to the extent such  
26 changes do not cause the total Contract to exceed \$75,000. Such changes shall be mutually  
27 agreed upon by and between the Deputy Executive Director and CONTRACTOR and shall be  
28 incorporated in written amendments to this CONTRACT.

1           6.     INDEPENDENT CONTRACTOR: AUTHORITY retains CONTRACTOR on  
2 an independent contractor basis. CONTRACTOR is not, and shall not be considered to be in  
3 any manner, an employee, agent or representative of the AUTHORITY. Personnel performing  
4 the Services under this Contract on behalf of CONTRACTOR shall at all times be under  
5 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,  
6 salaries and other amounts due such personnel in connection with their performance of  
7 service(s) and as required by law. CONTRACTOR shall be responsible for all reports and  
8 obligations respecting such personnel, including but not limited to, social security taxes, income  
9 tax withholdings, unemployment insurance, and workers' compensation insurance.

10           7.     RESERVED.

11           8.     INDEMNIFICATION: CONTRACTOR shall indemnify and hold harmless the  
12 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and Departments,  
13 their respective directors, officers, Board of Supervisors, elected and appointed officials,  
14 employees, agents and representatives (individually and collectively hereinafter referred to as  
15 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
16 CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of  
17 or in any way relating to this Contract, including but not limited to property damage, bodily  
18 injury, or death, or any other element of any kind or nature whatsoever arising from the  
19 performance of CONTRACTOR, its officers, employees, subcontractors, agents or  
20 representatives from this Contract. CONTRACTOR shall defend at its sole expense, all costs  
21 and fees including, but not limited to, attorney fees, cost of investigation, defense and  
22 settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or  
23 omissions.

24           With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
25 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and  
26 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
27 consent of AUTHORITY; provided, however, that any such adjustment, settlement or  
28 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification

1 to Indemnites as set forth herein.

2 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has  
3 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any  
4 liability for the action or claim involved.

5 The specified insurance limits required in this Contract shall in no way limit or  
6 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites  
7 herein from third party claims.

8 In the event there is conflict between this clause and California Civil Code Section 2782,  
9 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not  
10 relieve the CONTRACTOR from indemnifying the Indemnites to the fullest extent allowed by  
11 law.

12 9. INSURANCE: Without limiting or diminishing the CONTRACTOR's obligation  
13 to indemnify or hold the AUTHORITY harmless, CONTRACTOR shall procure and maintain  
14 or cause to be maintained, at its sole cost and expense, the following insurance coverages during  
15 the term of this Contract. As respects to the insurance section only, the AUTHORITY herein  
16 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
17 their respective directors, officers, Board of Supervisors, employees, elected or appointed  
18 officials, agents or representatives as Additional Insureds.

19 9.1 Workers' Compensation: If the CONTRACTOR has employees as defined  
20 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation  
21 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
22 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
23 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor  
24 of the AUTHORITY.

25 9.2 Commercial General Liability: Commercial General Liability insurance  
26 coverage, including but not limited to, premises liability, unmodified contractual liability,  
27 products and completed operations liability, personal and advertising injury, employment  
28 practices liability, and cross liability coverage, covering claims which may arise from or out of

1 CONTRACTOR's performance of its obligations hereunder. Policy shall name the  
2 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than  
3 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate  
4 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence  
5 limit.

6           9.3 Vehicle Liability: If vehicles or mobile equipment are used in the  
7 performance of the obligations under this Contract, then CONTRACTOR shall maintain  
8 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less  
9 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
10 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
11 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

12           9.4 Professional Liability: Contractor shall maintain Professional Liability  
13 Insurance providing coverage for the Contractor's performance of work included within this  
14 Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000  
15 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made  
16 basis rather than an occurrence basis, such insurance shall continue through the term of this  
17 Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended  
18 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new  
19 insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or  
20 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained  
21 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2),  
22 or 3) will continue as long as the law allows.

23           9.5 General Insurance Provisions - All lines:

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



1           only for one policy term.

2           b. The CONTRACTOR must declare its insurance self-insured retention for  
3           each coverage required herein. If any such self-insured retention exceed  
4           \$500,000 per occurrence each such retention shall have the prior written  
5           consent of the County Risk Manager before the commencement of operations  
6           under this Contract. Upon notification of self-insured retention unacceptable  
7           to the AUTHORITY, and at the election of the County's Risk Manager,  
8           CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-  
9           insured retention as respects this Contract with the AUTHORITY, or 2)  
10          procure a bond which guarantees payment of losses and related  
11          investigations, claims administration, and defense costs and expenses.

12          c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to  
13          furnish the AUTHORITY with either 1) a properly executed original  
14          Certificate(s) of Insurance and certified original copies of Endorsements  
15          effecting coverage as required herein, and 2) if requested to do so orally or in  
16          writing by the County Risk Manager, provide original Certified copies of  
17          policies including all Endorsements and all attachments thereto, showing  
18          such insurance is in full force and effect. Further, said Certificate(s) and  
19          policies of insurance shall contain the covenant of the insurance carrier(s)  
20          that thirty (30) days written notice shall be given to the AUTHORITY prior  
21          to any material modification, cancellation, expiration or reduction in  
22          coverage of such insurance. In the event of a material modification,  
23          cancellation, expiration, or reduction in coverage, this Contract shall  
24          terminate forthwith, unless the AUTHORITY receives, prior to such  
25          effective date, another properly executed original Certificate of Insurance and  
26          original copies of endorsements or certified original policies, including all  
27          endorsements and attachments thereto evidencing coverage's set forth herein  
28          and the insurance required herein is in full force and effect. **CONTRACTOR**

1                    *shall not commence operations until the AUTHORITY has been furnished*  
2                    *original Certificate (s) of Insurance and certified original copies of*  
3                    *endorsements and if requested, certified original policies of insurance*  
4                    *including all endorsements and any and all other attachments as required*  
5                    *in this Section, showing that such insurance is in full force and effect. An*  
6                    *individual authorized by the insurance carrier to do so on its behalf shall*  
7                    *sign the original endorsements for each policy and the Certificate of*  
8                    *Insurance.*

- 9                    d. It is understood and agreed to by the parties hereto that the  
10                    CONTRACTOR's insurance shall be construed as primary insurance, and the  
11                    AUTHORITY's insurance and/or deductibles and/or self-insured retention's  
12                    or self-insured programs shall not be construed as contributory.
- 13                    e. If, during the term of this Contract or any extension thereof, there is a  
14                    material change in the scope of services; or, there is a material change in the  
15                    equipment to be used in the performance of the scope of work; or, the term of  
16                    this Contract, including any extensions thereof, exceeds five (5) years; the  
17                    AUTHORITY reserves the right to adjust the types of insurance and the  
18                    monetary limits of liability required under this Contract, if in the County  
19                    Risk Manager's reasonable judgment, the amount or type of insurance carried  
20                    by the CONTRACTOR has become inadequate.
- 21                    f. CONTRACTOR shall pass down the insurance obligations contained herein  
22                    to all tiers of subcontractors working under this Contract.
- 23                    g. The insurance requirements contained in this Contract may be met with a  
24                    program(s) of self-insurance acceptable to the AUTHORITY.
- 25                    h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party  
26                    or any incident or event that may give rise to a claim arising from the  
27                    performance of this Contract.

28                    10. GENERAL:

1           10.1 Any waiver by AUTHORITY of any breach of any one or more of the  
2 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach  
3 of the same or of any other term of this Contract. Failure on the part of AUTHORITY to  
4 require exact, full and complete compliance with any terms of this Agreement shall not be  
5 construed as in any manner changing the terms or preventing AUTHORITY from enforcement  
6 of the terms of this Contract.

7           10.2 In the event the CONTRACTOR receives payment under this Contract  
8 which is later disallowed by AUTHORITY for nonconformance with the terms of the Contract,  
9 the CONTRACTOR shall promptly refund the disallowed amount to the AUTHORITY on  
10 request; or at its option the AUTHORITY may offset the amount disallowed from any payment  
11 due to the CONTRACTOR.

12           10.3 CONTRACTOR shall not provide partial delivery or shipment of  
13 services or products unless specifically stated in the Contract.

14           10.4 CONTRACTOR shall not provide any services or products subject to any  
15 chattel mortgage or under a conditional sales contract or other agreement by which an interest is  
16 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or  
17 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free  
18 from all liens, claims or encumbrances.

19           10.5 The AUTHORITY agrees to cooperate with the CONTRACTOR in the  
20 CONTRACTOR'S performance under this Contract, including, if stated in the Contract,  
21 providing the CONTRACTOR with reasonable facilities and timely access to AUTHORITY  
22 data, information and personnel.

23           10.6 CONTRACTOR shall comply with all applicable Federal, State and local  
24 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies  
25 and procedures. In the event that there is a conflict between the various laws or regulations that  
26 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

27           10.7 CONTRACTOR shall comply with all air pollution control, water  
28 pollution, safety and health ordinances, statutes or regulations which apply to performance

1 under this Contract.

2           10.8     CONTRACTOR shall comply with all requirements of the Occupational  
3 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
4 Department of Labor and the State of California (Cal/OSHA).

5           10.9     This Contract shall be governed by the laws of the State of California.  
6 Any legal action related to the performance or interpretation of this Contract shall be filed only  
7 in the Superior Court of the State of California located in Riverside, California, and the parties  
8 waive any provision of law providing for a change of venue to another location.

9           11.     TERMINATION: AUTHORITY may, by written notice to CONTRACTOR,  
10 terminate this Contract in whole or in part at any time. Such termination may be for  
11 AUTHORITY's convenience or because of CONTRACTOR's failure to perform its duties and  
12 obligations under this Contract including, but not limited to, the failure of CONTRACTOR to  
13 timely perform services pursuant to this Contract.

14           11.1     Discontinuance of Services. Upon receipt of written Notice of  
15 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless  
16 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,  
17 summaries, reports, and other related materials as may have been prepared or accumulated by  
18 CONTRACTOR in performance of Services, whether completed or in progress.

19           11.2     Effect of Termination for Convenience. If the termination is to be for the  
20 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for  
21 Services satisfactorily provided through the date of termination. Such payment shall include a  
22 pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on  
23 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by  
24 AUTHORITY's Representative to show the Services actually completed by CONTRACTOR  
25 prior to the date of termination. This Contract shall terminate immediately upon  
26 CONTRACTOR's receipt of the written Notice of Termination.

27           11.3     Effect of Termination for Cause. If the termination is due to the failure  
28 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be

1 compensated for those Services which have been completed and accepted by the AUTHORITY.  
2 In such case, the AUTHORITY may take over the work and prosecute the same to completion  
3 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any  
4 reasonable additional costs incurred by the AUTHORITY to revise work for which the  
5 AUTHORITY has compensated CONTRACTOR under this Contract, but which the  
6 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to  
7 complete the Project. Following discontinuance of Services, the AUTHORITY may arrange for  
8 a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to  
9 adequately fulfill its requirements under this Contract. In its sole discretion, AUTHORITY's  
10 Representative may propose an adjustment to the terms and conditions of the Contract,  
11 including the contract price. Such contract adjustments, if accepted in writing by the Parties,  
12 shall become binding on CONTRACTOR and shall be performed as part of this Contract. In  
13 the event of termination for cause, unless otherwise agreed to in writing by the parties, this  
14 Contract shall terminate thirty (30) days following the date the Notice of Termination was  
15 mailed to the CONTRACTOR. Termination of this Contract for cause may be considered by  
16 the AUTHORITY in determining whether to enter into future contracts with CONTRACTOR.

17           11.4 Cumulative Remedies. The rights and remedies of the parties provided in  
18 this Section are in addition to any other rights and remedies provided by law or under  
19 these Contracts.

20           12. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall  
21 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the  
22 performance of services required under this Contract.

23           13. ADMINISTRATION: The AUTHORITY Deputy Executive Director (or  
24 designee) shall administer this Contract on behalf of AUTHORITY.

25           14. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either  
26 in whole or in part, without prior written consent of AUTHORITY. Any assignment or  
27 purported assignment of this Contracts by CONTRACTOR without the prior written consent of  
28 AUTHORITY will be deemed void and of no force or effect.

1           15.    NONDISCRIMINATION: CONTRACTOR represents that it is an equal  
2 opportunity employer and it shall not discriminate against any employee or applicant for  
3 employment because of race, religion, color, national origin, ancestry, sex, physical condition,  
4 or age. Such non-discrimination shall include, but not be limited to, all activities related to  
5 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff  
6 or termination.

7           16.    ALTERATION: No alteration or variation of the terms of this Contract shall be  
8 valid unless made in writing and signed by the parties hereto, and no oral understanding or  
9 agreement not incorporated herein shall be binding on any of the parties hereto.

10          17.    ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to  
11 individuals without reference to their religion, color, sex, national origin, age or physical or  
12 mental handicap.

13          18.    LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of  
14 this Contract, possession of a current and valid license in compliance with any local, State, and  
15 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,  
16 and that services(s) will be performed by properly trained and licensed staff.

17          19.    CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and  
18 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer  
19 all requests for information to AUTHORITY.

20          20.    WORK PRODUCT: All reports, preliminary findings, or data assembled or  
21 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.  
22 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.  
23 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,  
24 without the direct authorization of the AUTHORITY Deputy Executive Director or an  
25 authorized designee.

26          21.    MEDIATION: CONTRACTOR and AUTHORITY agree that in the event of  
27 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this  
28 Contract, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise,

1 which are not adequately addressed by the AUTHORITY's informal and formal dispute  
2 resolution process, if applicable, shall be submitted to mediation. The parties shall jointly select  
3 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in  
4 the County of Riverside. Each party shall be responsible for its own legal fees and other  
5 expenses incident to the preparation for mediation. If the dispute cannot be resolved by  
6 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the  
7 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

8       22. SEVERABILITY: If any provision in this Contract is held by a court of  
9 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
10 nevertheless continue in full force without being impaired or invalidated in any way.

11       23. COUNTERPARTS: This Contract may be signed by the different parties hereto  
12 in counterparts, each of which shall be an original but all of which together shall constitute one  
13 and the same contract.

14       24. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,  
15 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all  
16 prior and contemporaneous representations, proposals, discussions and communications,  
17 whether oral or in writing and any other terms Authority may be required to acknowledge and  
18 accept when accessing the services. In the event of any conflict between this Contract and any  
19 of the Exhibits attached hereto, including but not limited to, Software Terms of Use and the End  
20 User's License Agreement, (EULA) and any proprietary software terms and conditions accessed  
21 on-line, the terms of this Contract (Master Agreement) shall prevail. This Contract may be  
22 changed or modified only by a written amendment signed by authorized representatives of both  
23 parties.

24       25. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully  
25 performed or are not capable of being fully performed as of the date of termination will survive  
26 termination of this Contract.

27       26. MISCELLANEOUS: As used in this contract, the term CONTRACTOR also  
28 includes Contractor's owners, officers, employees, representatives and agents.





1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized  
2 representatives to execute this Contract this \_\_\_\_ day of \_\_\_\_\_, 201X.

3  
4 Company name: \_\_\_\_\_

5  
6 By: \_\_\_\_\_

7 (CONTRACTOR'S NAME)

8  
9 Title: \_\_\_\_\_

10  
11 License #: \_\_\_\_\_

12  
13  
14 **Housing Authority of the County of Riverside**

15  
16 By: \_\_\_\_\_

17 Heidi Marshall, Deputy Executive Director

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**Exhibit "A"**  
**Scope of Services**  
**[LIST ALL SCOPE OF SERVICES HERE]**

**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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**“Directions for Preparation of the Performance and Payment Bonds”**

**ATTACHMENT G**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it shall appear in the contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the notice of award.
9. The following information must be placed on the bond by the surety company:
  - a. The rate of premium in dollars per thousand; and
  - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
  - a. Subsequent to the Notice of Intent to Award and within 10 days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

**INVITATION FOR BIDS (IFB) NO. 2017-002  
POST OFFICE DEMOLITION PROJECT**

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- b. On each such bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to each bond.
  
- c. The failure of the successful bidder to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may designate, shall constitute a default, and the Owner may either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

Bonding assistance to small construction contractors is authorized by Section 911 of the Housing and Urban Development Act of 1970. The Act authorizes the Small Business Administration to provide a 90% guarantee on contracts of \$1,000,000 or below to any surety company which will provide bid, payment, or performance bonds to the small construction contractor. This "Bonding Assistance" will help the small construction contractor obtain bonding, but will not affect bonding rates. The Contractor will pay 100% of the bonding costs for the amount bid. No contract will be executed without the required bonding. The cost of the performance and payment bonds shall be included in the bid price.

*These Directions are for the general guidance of the bidder/contractor and are not all-inclusive. It is the responsibility of the bidder/contractor to be familiar with all the bidding and contract requirements and the filling out of their documents.*

~~~~~Intentionally Left Blank~~~~~