

**PROJECT MANUAL**  
**BUILDING 58 IMPROVEMENTS PROJECT**

AGENCY  
**INLAND VALLEY DEVELOPMENT AGENCY**  
1601 East Third Street, Suite 100, San Bernardino, CA, 92382

December 2022

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## INLAND VALLEY DEVELOPMENT AGENCY

### NOTICE INVITING BIDS

Prospective Bidders are hereby notified that the INLAND VALLEY DEVELOPMENT AGENCY ("AGENCY" and/or "Owner") will receive sealed bid proposals for the **BUILDING 58 IMPROVEMENTS PROJECT (the "Project")**.

The complete Bid shall be submitted in a sealed envelope with the BIDDER's name, the project name, project number, and the words "Sealed Bid - Do Not Open" clearly marked on the outside of the mailing envelope. Bids may not be submitted by facsimile or electronic telecommunication. Bids submitted via USPS or other courier service must have the project name and project number and the words "Sealed Bid- Do Not Open" clearly marked on the outside of the mailing envelope.

All Bids shall be submitted by delivery to the AGENCY at the address provided below and will be received until **10:00 AM on Tuesday, December 13, 2022**. Bids will be publicly opened and read at that time. Any Bids received after the specified date and time will be rejected and returned unopened. The address for delivery of Bids is:

**INLAND VALLEY DEVELOPMENT AGENCY**  
**Attention:** Clerk of the Board  
1601 E. 3rd Street San Bernardino, California 92408

The selected CONTRACTOR shall construct all improvements in accordance with the project plans and specifications and the request for Bids specific to this Bid package.

A **mandatory** job walk will be held at 1601 E. 3rd Street, San Bernardino, CA 92408 on **Tuesday, November 29, 2022 at 10:00 AM**.

PROJECT DESCRIPTION: The **BUILDING 58 IMPROVEMENTS PROJECT** is located at 195 N Del Rosa San Bernardino, CA 92408. The purpose for this work is to improve existing restrooms to comply with today's ADA requirements and provide a suitable leasing space for future tenants. This Design-Build Project includes demolition, a new storefront system, painting, drywall work, door installation and flooring.

IVDA reserves the right to award a contract amount which may be less than the lowest Bid or to not award this contract to any Bidder.

The entire project shall be completed within 42 calendar days from issuance of Notice to Proceed. IVDA's budget for Building 58 Improvements Project is \$275,000.00

Any questions or communications shall be in writing. Written questions regarding details of the project will be accepted no later than **Friday, December 2, 2022, at 10:00 A.M.** Written questions must be directed to Jeff Barrow, Director of Development, Inland Valley Development Agency at [jbarrow@sbdairport.com](mailto:jbarrow@sbdairport.com) or the street address for submitting Bids.

## **INLAND VALLEY DEVELOPMENT AGENCY NOTICE INVITING BIDS**

Contract Documents are available for free download on the Agency's website, [www.ivdajpa.org](http://www.ivdajpa.org). Printed Contract Documents may not be obtained from the AGENCY.

A full list of all requirements regarding this project can be found in the project specifications. All information, addendums, and notices regarding this Project will be posted to the AGENCY website. It is the sole responsibility of all perspective respondents to check the website for any pertinent information that may be issued.

Each Bidder must be licensed in the State of California and qualified to perform the Work described in the project specifications. Pursuant to Public Contract Code Section 3300, the CONTRACTOR must possess a General Engineering Contractors "B" license at the time of bid.

Each Bidder, and each subcontractor listed by the BIDDER in the Bid proposal, must be registered and qualified to perform public work pursuant to Labor Code § 1725.5. Registration number for the prime CONTRACTOR and each sub-contractor must be included as required with the Bid proposal.

Each Bid proposal must be accompanied by a certified or cashier's check or Bid bond for ten percent (10%) of the maximum amount of the Bid. Said check shall be made payable to the and when delivered with a Bid proposal, shall constitute a guaranty that BIDDER will, if an award is made to them in accordance with the terms of said BIDDER's proposals: execute a contract on the AGENCY's standard form, together with Labor Code Certification thereon; furnish contract performance and payment bonds with a corporate surety or sureties satisfactory to the AGENCY, each for not less than one hundred percent (100%) of total Bid price; furnish certificates of insurance evidencing that all insurance coverage required by the contract has been secured.

This is a "public work" project and each CONTRACTOR to whom a contract is awarded must pay the prevailing rates and post copies thereof at the job site. In addition, it is also the responsibility of each CONTRACTOR to follow all requirements of the State of California Labor Code as it relates to public works contracts. Before work can begin on a public works contract, the CONTRACTOR shall submit a Public Works Contract Award Information Form (DAS 140) to an applicable apprenticeship program that can supply apprentices to the site of the public work. The CONTRACTOR must request dispatch of required apprentices from an Apprenticeship Program for each apprentice able craft or trade by giving the

Apprenticeship Program. The CONTRACTOR is to use a Request for Dispatch of an Apprentice Form (DAS 142) to submit his/her written request.

Bidders are hereby notified that the prevailing rate of per diem wages, as determined by the Director of Industrial Relations, applicable to the work to be done for the locality in which the work is to be performed in compliance with Section 1773 of the Labor Code of the State of California are on file in the AGENCY's principal office at the address listed above and will be made available to any interested party upon request. All primary Bidders and subcontractors must be registered with the DIR at the time of Bid. Any bids that are found to not have all entities registered will be determined as unresponsive and not considered for award.

**INLAND VALLEY DEVELOPMENT AGENCY  
NOTICE INVITING BIDS**

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The AGENCY reserves the right to accept or reject any or all Bid proposals, to waive any irregularity or to award the contract to other than the lowest Bidder consistent with the award of the Contract to the lowest responsible Bidder. Bidder may not withdraw their Bid for one hundred and twenty (120) days after Bid opening.

**INLAND VALLEY DEVELOPMENT AGENCY**  
San Bernardino, California

By: \_\_\_\_\_  
Jennifer Rodriguez, Deputy Clerk of the Board

**PROJECT NAME: Building 58 Improvements Project**  
**PROJECT NUMBER: 50281**

## **INFORMATION FOR BIDDERS**

1. **BIDDING DOCUMENTS AND BID PREPARATION:** Bidding Documents consist of the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the Notice Inviting Bids, Information for Bidders, the Bid Form (including Attachments described herein), and Bid Cover Sheet. The Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, General Project Requirements and other Conditions), Drawings, Specifications, and all Addenda issued prior to the execution of the Contract.

Bids shall be prepared on the Bid Form (including all attachments), and shall be submitted at such time and place as is stated in the Notice Inviting Bids. The Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, prepared, and submitted in accordance with the Bidding Documents. All Bid Form blanks must be appropriately filled in.

2. **PROJECT:** Contractor's Bid must include everything necessary for and incidental to executing and completing all Work for the Project named below, as described in the Notice Inviting Bids, the Summary of the Work, and the Contract Documents.

### **BUILDING 58 IMPROVEMENTS PROJECT**

3. **ADDENDA:** Addenda are written, or graphic instruments issued by the AGENCY prior to the execution of the Contract to modify or interpret Bidding Documents by additions, deletions, clarifications or corrections. Addenda issued during the bidding period shall be included in the Bid and will be made a part of the Contract. Bidders shall list in the Bid Form each Addendum received. Addenda will be issued as follows:

- A. Addenda will be prepared and issued at the option of the AGENCY and will be posted to the agency website no less than 72 hours prior to the bid date. It is the sole responsibility of each bidder to check for addenda at the agency website. Addenda will NOT be sent to each plan holder or prospective bidder.
- B. Any Addendum containing any material changes, additions or deletions issued less than 72 hours from the Bid Due Date will cause the Bid Due Date and time to be extended so as to provide a minimum of 72 hours between the issuance of the Addenda and the Bid closing. No extension will be given for non-material Addenda.
- C. Bidders shall be responsible for confirming they are in receipt of all Addenda.

4. **BID SECURITY:** As stipulated in the Notice Inviting Bids, each Bid shall be accompanied by a cashier's check made payable to the AGENCY or a satisfactory Bid bond in favor of the AGENCY, executed by the BIDDER and a California-admitted surety company as Surety, in an amount not less than ten (10%) percent of the Base Bid amount. The check or Bid bond shall be given as a guarantee that the BIDDER will execute the contract if it is awarded to

it, in conformity with the contract documents, and will provide the surety bonds as specified in these Bidding Requirements and the Contract Documents within ten (10) calendar days after notification of the AGENCY's award of the contract to the Bidder. In case of refusal or failure to execute the Agreement and to provide the bonds and other documents within ten (10) calendar days of the award, the, cashier's check or Bid bond, as the case may be, shall be forfeited to the AGENCY, as liquidated damages.

5. BIDS: Bids to receive consideration shall be made in compliance with the following instructions:

- A. Bids shall be prepared and delivered in accordance with the Notice Inviting Bids and on the approved Bid Form.
- B. Bids shall be for the elements of the Work listed on the Bid Form, and shall contain no recapitulation of work to be performed. Proposals other than those specifically requested will not be considered.
- C. Bids shall provide stipulated sums that include all items of expense necessary for completion of the Work of the Contract.
- D. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount of the Bids shall govern.
- E. Bidders shall carefully examine and understand the Contract Documents, including drawings, specifications, Scope of Work, and all forms contained in the Project Manual, and shall visit the site of the Work and fully inform themselves as to all existing conditions and limitations.

6. SIGNATURE: The Bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons authorized to sign the Bid on behalf of the Bidder. All signatures shall be in ink.

7. MODIFICATIONS: Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals or any other modification of the Bid Form which is not specifically called for in the Contract Documents can result in the AGENCY's rejection of the Bid as not being responsive to the Notice Inviting Bids. No oral, facsimile (FAX) or telephonic modification of any Bid submitted will be considered.

8. ERASURES: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the Bid.

9. WITHDRAWAL OF BIDS: Any Bidder may withdraw its Bid, either personally or by written notice at any time prior to the scheduled Bid Due Date. No Bid, once opened and read, may be withdrawn for a period of **one hundred twenty (120) consecutive calendar days** after the Bid Opening Date unless authorized in writing by the AGENCY.

10. OPENING OF BIDS: Bids shall be opened and publicly read aloud at the time and place

stipulated in the Notice Inviting Bids. Upon the opening of Bids, the AGENCY will post the name and amount of the apparent lowest Bidder ("Low Bidder Notice") on the Agency's web site. The posting of the Low Bidder Notice shall not constitute an award of the contract by the Agency nor shall such posting preclude a further review of all Bids as provided herein and only the issuance of a Notice of Award as provided in Section 13 shall constitute an award of the contract.

11. AGENCY RIGHTS: AGENCY may investigate the qualifications of any Bidder under consideration inclusive of, but not limited to, the information provided in the bid submittal. AGENCY may require confirmation of information furnished by the Bidder, and require additional evidence of qualifications to perform the Work. AGENCY reserves the right to:

A. Reject any or all of the Bids, at its discretion, including multiple Bids if the multiple Bids are prejudicial to the interests of AGENCY or to other Bidders;

B. Reject any Bid that, in the opinion of AGENCY, is so unbalanced in comparison to other Bids received and/or to AGENCY's internal estimates that it does not accurately reflect the cost to perform the Work;

C. Cancel the entire Bid;

D. Issue subsequent Bids;

E. Appoint evaluation committees to review Bids;

F. Seek the assistance of outside technical experts to evaluate Bids;

G. Disqualify the Bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s);

H. Waive any errors or informalities in any Bid, to the extent permitted by law;

I. Award a Contract without interviews, discussions, or negotiations, as permitted by the single Bid process; and,

J. AGENCY may prior to or after Contract award delete any Bid line item at the line item Bid price. If AGENCY elects to delete any Bid Line Item prior to award of Contract, the method of determining the lowest Bidder shall be in compliance with Public Contract Code Section 20103.8. If AGENCY elects to delete any Bid line item after award, it shall be done pursuant to a Change Order.

K. The Notice Inviting Bids does not commit the AGENCY to enter into a contract, nor does it obligate the AGENCY to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

12. RESPONSIBILITY CRITERIA: Responsibility is the apparent ability of the Bidder to successfully meet and complete the requirements of the Contract. The AGENCY reserves the right to consider the financial responsibility and general competency of each Bidder, as well as its reputation within the industry. AGENCY may request that the apparent low Bidder provide a financial statement, audit if necessary, including the Bidder's latest balance sheet and income statement. The AGENCY expects that each Bidder will fully and truthfully disclose all



information required of the Bidder by the Bid Documents. The prospective Bidder, in order to be evaluated by the AGENCY as being a responsible contractor, may be requested to confirm the following responsibility criteria:

- A. Has or can secure adequate financial resources to perform the contract;
- B. Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
- C. Has a satisfactory record of performance. A contractor seriously deficient in current contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor:
  - (1) Has a satisfactory record of integrity in its dealings with government agencies and with subcontractors, and is otherwise qualified to receive an award under applicable laws and regulations;
  - (2) Has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them;
  - (3) Has the necessary production, construction, and technical equipment and facilities or the ability to obtain them; and
  - (4) Has an adequate safety record in performance of other construction projects.

13. AWARD OF CONTRACT OR REJECTION OF BIDS:

A. After the Bids for the contemplated Work have been opened and read, as provided in the Notice Inviting Bids, the Bids will be compared upon the basis of the sum of the totals of the items stated in the schedule of prices, as calculated from the given estimated quantities and the unit prices or lump sum amounts submitted. The AGENCY will issue to the lowest responsive bid by a responsible Bidder a "Notice of Award" within one hundred twenty (120) days after the opening of Bids.

B. No Bidder may withdraw its Bid during this 120-day period. AGENCY will return the bid security, except any guarantees which have been forfeited, to the respective Bidders whose Bids they accompanied, within sixty (60) days after the Contract is awarded to the successful BIDDER, or rejection of all Bids, or upon receipt of a written request for return received after the period set forth herein.

C. Within ten (10) days after the issuance of the "Notice of Award", the successful Bidder shall post the Performance and Payment Bonds, provide certificates of insurance, and return executed copies of the Agreement, Bonds and required attachments to the Agreement to the AGENCY.

D. Before the award of the Contract by AGENCY, any Bidder shall furnish, upon request of AGENCY, a recent statement of financial condition, previous construction experience, information on owned equipment and/or information regarding the specific use and availability of equipment on the subject project, and such additional information as may be requested by AGENCY. Failure by a BIDDER to furnish the information requested shall be considered sufficient grounds for rejection of the Bid.

E. Qualified bids are not acceptable to the AGENCY. Bids with qualifications or omissions will be rejected without consideration as non-responsive.

F. The AGENCY reserves the right to reject any or all Bids, and to reject Bids not suitable to their best interest. If, in the judgment of AGENCY, a Bid is unbalanced, non-responsive or if the Bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire Bid.

14. FILING OF BID PROTESTS: This Section sets forth the procedure and remedies concerning submittal and consideration of all protests received by AGENCY with respect to the Notice Inviting Bids (IFB). By submitting a Bid, each Bidder hereby agrees and understands that the Bidder must comply with these protest procedures and exhaust all administrative remedies set forth herein prior to the initiation of any type of related legal action. Upon the express written agreement of the parties, this protest procedure can also be used to resolve issues surrounding the AGENCY's determination of a Bidder as not responsible. The following terms as used in this Section shall have the following meanings:

"Protest" shall mean a written objection by an interested party or affected party to (i) the requirements or specifications contained in the IFB (solicitation protest); or (ii) a proposed award recommendation (award protest).

"Days" shall mean calendar days, unless otherwise specified.

"Interested Party" shall mean all Bidder or prospective Bidders on a procurement.

"Solicitation Protest Statement" shall mean a written objection during the bid solicitation phase of the procurement, which shall be submitted prior to the Bid due date as specified herein.

"Award Protest Statement" shall mean a written objection to the award of the Contract, which shall be submitted with five (5) days after opening of the Bids, as specified herein.

"File or Submit" shall refer to the date of receipt by AGENCY.

"Affected Parties" shall mean a Bidder on a procurement, whose direct economic interest would be affected by a submitted protest.

Specific procedures and requirements are as follows:

A. Solicitation Phase Protest. The purpose of the IFB is to obtain competitive Bids from interested Bidders. Any interested party who has reason to believe that a free and open competition has not taken place or that a particular specification or requirement is impractical, unduly restrictive, or ambiguous may advise the AGENCY of its concerns by submitting a detailed Solicitation Protest Statement in accordance with the requirements set forth below in

this Section A.

(1) Contents and Requirements

A Solicitation Protest Statement must be submitted to AGENCY's Director of Development identified in the NIB via electronic mail (email) by 4:00p.m. (Pacific Time zone) no less than fifteen (15) days prior to the Bid due date, and must contain all of the following to be considered:

- a) The name, address, and telephone number of the protestor;
- b) The Project Name and Project Number of the IFB being protested;
- c) A detailed statement setting forth the grounds for protest, which shall include, in sufficient detail to establish the merits of the protest, all the factual and legal documentation in support of the protest; and
- d) The desired resolution to the protest.

If the submitted Solicitation Protest Statement does not comply with the requirements set forth herein, then it will not be considered for evaluation and will be returned to the protestor. The Solicitation Protest Statement shall not be amended after filing, and AGENCY will not consider any unsolicited information provided after filing. Any argument not raised in the Solicitation Protest Statement shall be deemed waived, including as a part of the award protest. Failure to file the Solicitation Protest Statement within the time period specified herein shall constitute a waiver of the right to protest the specifications or requirements of the IFB.

Solicitation Protest Statements are public documents, and AGENCY will provide copies of the Solicitation Protest Statements to any interested person upon written request.

(2) Evaluation and Determination

No hearing will be held on the protest. AGENCY's Director of Development, or designee, will review all material submitted, conduct an investigation of the facts, and may, but need not, request other Bidders to submit statements or arguments regarding the protest. AGENCY's Director of Development, or designee, may in his/her sole discretion, discuss the protest with the protestor.

AGENCY's Director of Development, or designee, shall issue a final written decision regarding any solicitation protest to each Bidder prior to Bid opening. The written decision will cite any actions that will or will not be taken in response to the Solicitation Protest Statement. The decision of the Director of Development concerning the Solicitation Protest Statement shall be final, and there shall be no further administrative recourse.

B. Award Protest

(1) Contents and Requirements

Following the opening of the Bids any affected party, who has reason to believe that a free and open competition has not taken place in the Bid opening, evaluation of the Bids, and award recommendation, is permitted to protest AGENCY's award of the Contract by submitting

the Award Protest Statement to the AGENCY's Director of Development no later than 4:00p.m. (Pacific Time zone) on the fifth day after the AGENCY's posting of the Low Bidder Notice on the AGENCY's website. The Award Protest Statement must be submitted timely and contain all of the following to be considered:

- a) The name, address and telephone number of the protestor;
- b) The Project Name and Project Number of the IFB being protested;
- c) The AGENCY action or recommendation that is being protested;
- d) The name(s) of all affected parties;
- e) A detailed statement setting forth the grounds, legal authority and facts in support of the protest, including all documents and evidence;
- f) Each and every ground on which the protestor bases the protest by specific references to parts of the IFB, which shall be attached as exhibits;
- g) Each and every reason that all other affected parties who may be in line for the purchase or Contract award should not be awarded the purchase or Contract;
- h) A clear statement of the relief requested and the statutory or case law basis for such relief; and
- i) Signed and sworn by a principal of the protestor.

If the submitted Award Protest Statement does not comply with the requirements set forth herein, then it will not be considered for evaluation, and will be returned to the protestor. The Award Protest Statement shall not be amended after filing, and the AGENCY will not consider any unsolicited information provided after filing. Any argument not raised in the Award Protest Statement shall be deemed waived.

Award Protest Statements are public documents. AGENCY will notify the affected parties when a protest has been submitted, and will provide copies of the Protest Statements to the affected parties as soon as is reasonably practical.

## (2) Evaluation and Determination

The affected parties may file responsive statements in support of or in opposition to the protest within three (3) business days after the receipt of the Award Protest Statement from AGENCY. The Director of Development, or designee, shall review the facts and all submittals relative to the Award Protest Statement and shall issue a written decision setting forth the basis for such decision. The written decision will be issued to the protestor and to all affected parties.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except in the sole discretion of the Director of Development, or designee. In the event a hearing is conducted, the Director of Development, or designee, shall issue written notice to the protestor and affected parties identifying the date and time for the hearing, along with rules concerning the hearing.

C. Delay in Award

Execution of any proposed contract shall be delayed pending the resolution of the protest unless one or more of the following conditions is present:

1. The items or services being procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to AGENCY.

D. No Limitation on Remedies

Nothing contained herein shall be construed to act as a limitation on AGENCY's choice of remedies or confer any right upon any interested party or affected party to a remedy.

E. Basis for Choice of Remedy

In determining the appropriate remedy, the AGENCY shall consider all the circumstances surrounding the IFB and/or award, including, but not limited to:

1. The seriousness of any deficiency found to exist in the contracting process;
2. The effect of the action on the competitive process;
3. Any urgency surrounding the Contract requirement; and
4. The effect that implementing the remedy will have on the AGENCY.

F. Remedies

If the AGENCY determines that the award or proposed award was not made in accordance with applicable statutes, regulations, policies and/or procedure, the AGENCY, in its sole discretion, may grant any of the following remedies or any other remedy it deems appropriate:

1. Prior to award, AGENCY may issue a new solicitation, make a new selection/award recommendation, or award the Contract consistent with applicable statutes, regulations, policies and procedures;
2. In its sole discretion, take no further action; or
3. Take any other action that is permitted by law to promote compliance.

15. AGREEMENT: The Agreement form (contract) which the successful Bidder as contractor will be required to execute is included in the Bid Package and shall be carefully

examined by the Bidder prior to submitting its proposal. At time of award, copies of the Agreement form and Attachments for final execution will be forwarded to Contractor.

Do not submit with the Bid copies of the Agreement or Bond Forms that are in the Bid Package.

16. INTERPRETATION OF PLANS, DRAWINGS AND DOCUMENTS: If any person contemplating submitting a Bid for the proposed Work is in doubt as to the true meaning of any part of the Bidding or Contract Documents, or finds discrepancies in or omissions from those documents, that person shall submit to the AGENCY a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretations of proposed documents will be made only by an Addendum duly issued, and a copy of such Addendum will be posted on the AGENCY's web site. AGENCY will not be responsible for any other explanation or interpretation of documents. Bidders are cautioned to accept interpretations in writing only.

The AGENCY will respond to written/faxed inquiries received at least eight (8) days before the scheduled Bid Opening Date for which, in its sole judgment, a response is in the best interest of the AGENCY. Where such interpretation or clarification requires a change in the Bid Documents, the AGENCY will prepare and issue an Addendum to the Bid Documents. The AGENCY will not be bound by, and Bidder shall not rely upon, any oral interpretation or clarification of the Bid Documents.

17. SUBCONTRACTORS: Bidders are hereby notified that the AGENCY will not recognize subcontractors as having any function in the Work other than as employees of the prime contractor. Bidders shall refer to the General Conditions with reference to employees and to the Bidding Requirements and General Conditions with reference to subcontractors. The Bidders shall be responsible for subcontractors having read the General Conditions, General Project Requirements, and for being familiar with terms and conditions of the Contract Documents as said terms and conditions may affect their work, prior to submitting their Bid.

18. LISTING SUBCONTRACTORS: Each Bidder shall submit a list of the proposed subcontractors on the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100 et seq.) on the forms provided with the Bidding Requirements. The business location, phone number, and license number are required for each subcontractor proposed or the Bid will be deemed non-responsive.

19. DRAWINGS AND PROJECT MANUALS FURNISHED: The AGENCY will furnish the successful Bidder with two (2) complete sets of the Drawings and Project Manuals pertinent to work for construction purposes. Additional copies required may be purchased for an amount equal to printing costs. Bidders are hereby notified that all such Drawings and Project Manuals are the property of the AGENCY and are loaned to the successful Bidder for duration of the Work. Any re-use of these documents, in whole or in part, for any purpose, is prohibited.

20. TIME FOR COMPLETION: Time is of the essence in execution of the Contract for this Work. Bidder shall refer in its bid to acceptance of the time of execution.

21. LIABILITY AND PROPERTY INSURANCE: Bidder's attention is specifically directed to requirements of the General Conditions and the General Project Requirements, with reference to liability and property insurance, and to the provisions in the Agreement for progress payments, hold harmless agreement, final payment, subsurface hazardous materials

encountered and liquidated damages.

22. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Prior to performing work under this contract, Contractor shall sign and file with AGENCY the "Certificate Regarding Workers Compensation," which includes the following: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

23. HOLD HARMLESS AGREEMENT: To the fullest extent permitted by law, the Contractor agrees to and does hereby indemnify, defend and hold harmless the AGENCY and each of their officers, agents, employees, and consultants (including the AGENCY's architects and engineers) from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever (including, but not limited to attorneys' fees and costs including fees of consultants) which may be incurred by reason of:

- A. Liability for damage for death or bodily injury to persons or injury to property sustained by the Contractor or any other person, firm or corporation employed by the Contractor upon or in connection with the work called for in this agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the AGENCY, or each of their officers, agents or independent contractors who are directly employed by the AGENCY or for defects in design furnished by such persons.
- B. Any injury to or death of persons or damage to property sustained by any person, firm or corporation, including the AGENCY, arising out of, or in any way connected with the work covered by this agreement, whether on or off AGENCY property, except for liability for damages which result from the sole negligence or willful misconduct of the AGENCY, and each of their officers, employees, agents or independent contractors who are directly employed by the AGENCY or for design defects furnished by such persons.
- C. Any dispute between Contractor and Contractor's subcontractors, suppliers and sureties, including, but not limited to, stop notice actions.

The Contractor, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the AGENCY, and each of their officers, agents, employees or consultants on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the AGENCY, and each of their officers, agents or employees in any action, suit or other proceedings as a result thereof.

24. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each Bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction project so that he may fully understand the facilities, difficulties and environmental restrictions affecting the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the Contract Documents including the environmental permits that dictate the mitigation measure that must be enacted and maintained by the contractor during the project. The failure or omission of any Bidder to obtain or examine any Contract Documents, Addenda, environmental permits, forms, instruments, or other documents, or to visit the site and

acquaint themselves with existing conditions, shall in no way relieve any Bidder from obligations with respect to its Bid or to the Contract. The submission of a Bid will be taken by the AGENCY as evidence of compliance with all requirements of this section.

25. ANTI-DISCRIMINATION: It is the policy of the AGENCY that in connection with all work performed under contracts, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, medical conditions, sexual orientation or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900 and Labor Code 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed for the work by the Contractor.

26. NO TELEPHONE AVAILABILITY: Bidders are advised that on the Bid Due Date telephones WILL NOT be available at the AGENCY for use by Bidders, their sub-contract bidders, or other representatives.

27. LICENSE REQUIRED: Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract. At the time of bid, and for the duration of the Contract, if awarded, Contractors shall possess a valid City of San Bernardino business license and a valid California Contractor's license for the Class identified in the Notice Inviting Bids and the bid package scope of work in order to perform the specified Bid Package of Work. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Contractors must verify license requirements of local jurisdictions.

28. CERTIFICATIONS AND OTHER ATTACHMENTS TO BID FORM: All Bidders are required to execute and submit with their bids the following certifications, affidavits, and other attachments to the Bid Form:

1. Bidder's Non-Collusion Affidavit, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code, Section 7106.
2. Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.
3. Contractor Information Sheets, identified herein as Attachment No. 3 to Bid Form.
4. Proposed Subcontractors, identified herein as Attachment No. 4 to Bid Form.
5. Bid Bond Form, identified herein as Attachment No. 5 to Bid Form.
6. Bidder References and Responsibility Information, identified herein as Attachment No. 6 to Bid Form.
7. Supplemental Bid Information, identified herein as Attachment No. 7 to Bid Form

29. CERTIFICATIONS AND OTHER ATTACHMENTS TO AGREEMENT: Prior to execution of the AGREEMENT, the successful Bidder shall submit the following certifications:



- 1 Certificate Regarding Worker's Compensation, identified herein as Attachment No. 1 to Agreement.
- 2 Drug-Free Work Place Certification, identified herein as Attachment No. 2 to Agreement.
- 3 Contractor Prevailing Wage Compliance Certification, identified herein as Attachment No. 3 to Agreement.
- 4 Faithful Performance Bond Form, identified herein as Attachment No. 4 to Agreement.
- 5 Payment Bond Form, identified herein as Attachment No. 5 to Agreement.
- 6 Company Information Sheets, identified herein as Attachment No. 6 to Agreement.
- 7 General Contractor Project Contact Information, identified herein as Attachment No. 7 to Agreement.
- 8 Guarantee, identified herein as Attachment No. 8 to Agreement.
- 9 Form W-9 Request for Taxpayer Identification Number and Certification, identified herein as Attachment No. 9 to Agreement. Use standard Internal Revenue Service form.

All Bidders are advised to retain the certifications until the successful Bidder has been confirmed and an Agreement for the work has been executed.

30. CERTIFICATIONS REQUIRED PRIOR TO COMMENCING WORK: Prior to commencing work on the Project, the successful Bidder shall submit the following certifications:

- A. Criminal Records Check Certification Form (Only if requested by AGENCY).
- B. Proof of Worker's Compensation and liability insurance.

31. BID DEPOSIT RETURN: Bid Security of three or more low Bidders, the number being at the discretion of the AGENCY, will be held for one hundred twenty (120) consecutive calendar days or until sixty (60) days after the AGENCY's issuance of a Notice of Award and the posting by the successful Bidder of the bonds and certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned. Bid Security of other Bidders will be returned after opening of the Bids.

32. WAGE RATES, TRAVEL AND SUBSISTENCE:

(a) The prevailing rate of per diem wages, as determined by the Director of Industrial Relations, applicable to the work to be done for the locality in which the work is to be performed in compliance with Section 1773 of the Labor Code of the State of California are on file in AGENCY's principal office at the address listed in the Notice Inviting Bids and will be made available to any interested party upon request. Once awarded, the CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. The general prevailing rate of per diem wages can also be located on the internet at the following web address: [www.dir.ca.gov](http://www.dir.ca.gov)

(b) Any worker employed to perform work on the Project and the specified work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1/2) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

(d) It is the CONTRACTOR's responsibility to ensure that the appropriate prevailing rates of per diem wages are paid for each classification, both for the CONTRACTOR's employees and for all subcontractors' employees.

33. LABOR COMPLIANCE: Any Contractor to whom a contract for the Work is awarded by the AGENCY shall comply with the provisions of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices.

34. IN-ELIGIBLE CONTRACTORS: Contractors and subcontractors that are ineligible to bid or work on public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code may not bid on the Work and any bid submitted by an ineligible contractor or which contains work to be performed by an ineligible subcontractor will be rejected by the AGENCY.

**END OF DOCUMENT**

# BID COVER SHEET

Project No.: 50281

BID DUE: 10:00 A.M. December 13, 2022

PROJECT NAME:

BUILDING 58 IMPROVEMENTS PROJECT

THE WORK UNDER THIS BID IS A PROJECT OF:

INLAND VALLEY DEVELOPMENT  
AGENCY

BIDDER/  
CONTRACTOR:

BIDDER TELEPHONE  
& CONTACT PERSON

CONTENTS MUST INCLUDE: (Please Check Each Box)

### Attachments:

- 1 - Bidder's Non-Collusion Affidavit
- 2 - Site Visit Certification
- 3 - Company Information Sheet
- 4 - Proposed Subcontractors
- 5 - Bid Bond Form
- 6 - Bidder References & Responsibility Information
- 7 - Supplemental Bid Information

SUBMIT BID TO:

CLERK OF THE BOARD  
INLAND VALLEY DEVELOPMENT AGENCY  
1601 EAST, THIRD STREET, SUITE 100, SAN BERNARDINO CA,  
92408

Each Bidder/Contractor must complete the information on this sheet and affix this sheet to the outside of their bid envelope by gluing or taping.

**PROJECT NAME: BUILDING 58 IMPROVEMENTS PROJECT**

**PROJECT NUMBER: 50281**

**BID FORM**

TO: **INLAND VALLEY DEVELOPMENT AGENCY**, acting by and through its Governing Board, herein called the "AGENCY."

FROM: \_\_\_\_\_  
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the environmental permit requirements, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the AGENCY.

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: *(Bidder to list all addenda)*

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. BID AMOUNTS

BASE BID INCLUDING OWNER'S ALLOWANCES (amount in numbers)	\$25,000.00 + Base Bid
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TOTAL INCLUSIVE BASE BID AMOUNT WRITTEN:

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Description	Est. Qty.	Unit	Unit Cost	Amount
<b>Soft Costs</b>				
Bonds				
Insurance				
Other soft costs not itemized above				
<b>Total Soft Costs</b>				

<b>Division 02 Demolition</b>				
Floor and Wall Tile		S.F.		
Suspended Ceiling System		L.F.		
Furr out Walls at Main Warehouse		L.F.		
Soffit Drop and Return at Main Warehouse		L.F.		
Doors and Door Frames		LS		
Toilet Partitions, accessories		LS		
Countertops		LS		
Storefront System at (e) Main Entry		LF		
Storefront System at (e) Main Floor		LF		
Broken Glazing in back Offices				
Plumbing Fixtures		LS		
Lighting Fixtures		LS		
Other Demolition costs not itemized above:		LS		
<b>Total Demolition Costs</b>				

<b>Division 03 Concrete</b>				
Concrete (Cleaning Resurfacing and Restoration) at (e) Entry Foyer		S.F		
Other Concrete costs not itemized above:		S.F		
<b>Total Concrete Costs</b>				

<b>Division 07 Thermal and Moisture Protection</b>				
Aluminum Flashing and Sheet Metal at (e) Entry Foyer		LF		
Joint Sealants		LF		
Thermal Protection (Insulation at Restroom Walls)		LF		
Other Thermal and Moisture costs not itemized above:		LF		
<b>Total Thermal and Moisture Protection Costs</b>				
<b>Division 08 Doors and Openings</b>				

Aluminum Door Frames at Men's and Women's Restrooms		QTY		
Stain Grade Doors with kick plates at restrooms		QTY		
Hardware (Panic Bar Hardware at new doors)		QTY		
Storefront Windows with Double Doors and Dual Pane Glazing with low e glazing		LF		
Glazing for back office (to match existing)		LS		
Electric Door Strikes (Main Entrance door)		QTY		
12"x12" Access Panel at new hard lid in Men's Restroom		QTY		
Other Door and Openings costs not itemized above:				
<b>Total Doors and Openings Costs</b>				

Division 09 Finishes				
Gypsum Board Assemblies (Ceiling Framing, backing, mold resistant gypsum board at restrooms, Cementitious Board and Drywall Finishes)		LF		
12"x12" Ceramic Tile on Floor (Men and Women)		LF		
4"x4" Ceramic Tile on Walls (Men and Women)		LF		
Ceramic Cove Base (Men and Women)				
Paints and Coatings		LF		
Countertops (PLAM)		LF		
Ceiling Tile		SF		
Suspended Ceiling System (as needed in Main Entrance)		LS		
Other Finish costs not itemized above:				
<b>Total Finishes Costs</b>				

Division 10 Specialties				
Toilet Accessories (grab bars, recessed toilet paper dispensers (Bobrick B-4388), toilet seat cover (Bobrick B-4221), Surface mounted soap dispenser (Bobrick B-4112), Recessed Paper Towel Dispenser/Waste Receptacle (Bobrick B-43944)		LS		
Toilet Partitions (Bobrick)		LS		
Wall Mounted Mirrors (Stainless Steel Bobrick)		LS		
Other specialties related items not included in itemization above				
<b>Total Specialty Items Costs</b>				

Description	Est. Qty.	Unit	Unit Cost	Amount
Division 15 Mechanical				
Sinks		EA		
Self-Flushing Toilets (Z.WC4.AS)		EA		
Urinals (Z.UR1.S)		EA		
New Exhaust Fans		EA		
Other mechanical related items not included in itemization above		EA		
<b>Total Mechanical Costs</b>				

Division 16 Electrical				
New Lighting fixtures in Men and Women Restroom	4	LS		
New 2x4 Lighting fixtures Main Entry	6	LS		
New lighting fixtures in Main Warehouse	12	EA		
New light switches with cover plates for new lighting throughout		EA		
Room Occupancy Sensors	8	EA		
Exit Signs/ Emergency Lights with Backup Battery	3	EA		
(GFCI) Wall Receptacles		EA		
Wall Switches for new lighting		EA		
Rough in and electrical for new entry card reader Main Entrance		EA		
New Entry Card Reader		EA		
Other Electrical items not included in itemized above				
<b>Total Electrical Costs</b>				

MISCELLANEOUS				
Other Items/Services not included in itemized list above.				
<b>Total Miscellaneous Costs</b>				

Project Allowance				
Owner Allowance	1	LS		\$25,000.00
<b>Project Total Cost:</b>				

GENERAL CONDITIONS (INCLUDE BUT DO NOT ITEMIZE THE FOLLOWING ITEMS)				
General Conditions				
Profit and Overhead				
Other General Conditions not itemized above				
<b>Total General Conditions Costs</b>				

TOTAL BASE BID AMOUNT:
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## ADD ALT. 01

Division 02 Demolition				
Floor and Wall Tile		S.F.		
Gypsum Board Assemblies		LS		
Doors and Door Frames		LS		
Toilet Partitions, accessories		LS		
Countertops		LS		
Plumbing Fixtures		LS		
Lighting Fixtures				
Other Demolition costs not itemized above:		LS		
<b>Total Demolition Costs</b>				

Division 07 Thermal and Moisture Protection				
Thermal Protection (Insulation at Unisex Restrooms)		LF		
Other Thermal and Moisture costs not itemized above:		LF		
<b>Total Thermal and Moisture Protection Costs</b>				
Division 08 Doors and Openings				
Aluminum Door Frame at Unisex Restroom		QTY		
Stain Grade Doors with kick plates at restroom		QTY		
Hardware (Panic Bar Hardware at new door)		QTY		
Other Door and Openings costs not itemized above:				
<b>Total Doors and Openings Costs</b>				

Division 09 Finishes				
Gypsum Board Assemblies (Ceiling Framing, backing, mold resistant gypsum board at restrooms, Cementitious Board and Drywall Finishes)		LF		
12"x12" Ceramic Tile on Floor (Men and Women)		LF		
4"x4" Ceramic Tile on Walls (Men and Women)		LF		
Ceramic Cove Base (Men and Women)				
Paints and Coatings		LF		
Countertops		LF		
Ceiling Tile		SF		
Suspended Ceiling System (as needed in Main Entrance)		LS		
Other Finish costs not itemized above:				
<b>Total Finishes Costs</b>				

Division 10 Specialties				
Toilet Accessories (grab bars, recessed toilet paper dispensers (Bobrick B-4388), toilet seat cover (Bobrick B-4221), Surface mounted soap dispenser (Bobrick B-4112), Recessed Paper Towel Dispenser/Waste Receptacle (Bobrick B-43944)		LS		
Toilet Partitions (Bobrick)		LS		
Wall Mounted Mirrors (Stainless Steel Bobrick)		LS		
Other specialties related items not included in itemization above				
<b>Total Specialty Items Costs</b>				

Division 15 Mechanical				
Sinks		EA		
Self-Flushing Toilets (Z.WC4.AS)		EA		
Urinals (Z.UR1.S)		EA		
New Exhaust Fans		EA		
Other mechanical related items not included in itemization above		EA		
<b>Total Mechanical Costs</b>				

Division 16 Electrical				
New Lighting fixtures in Men and Women Restroom	4	LS		
Light Switches wit cover plates				
Other Electrical items not included in itemized above				
<b>Total Electrical Costs</b>				

TOTAL ADD ALT. 01 AMOUNT:
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The undersigned Bidder agrees to achieve Final Completion of the Work and all Major Milestones within the Contract Time set forth in the Contract Documents.

**Note: Allowances are for the sole use of the AGENCY.**

4. ALTERNATES: (If applicable) The following amounts shall be added to or deducted from the Base Bid at the AGENCY's option.
  - \* Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In the absence of any clear indication of the additive or deductive nature of the item, it will be assumed that the item is intended to be deductive in nature.
5. TIME FOR COMPLETION: The entire Project shall be completed within **42 consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
6. AGENCY'S RIGHT TO REJECT: It is understood that the AGENCY reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **one hundred twenty (120) days**.
7. BID SECURITY: The required bid security in the amount of not less than five percent (5%) of the bid is attached hereto.
8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act.
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Non-Collusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. CONTRACTOR INFORMATION SHEETS: The required Contractor Information Sheets are attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project (only if requested) in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if Bidder is providing goods and services in excess of \$25,000.00 and written notice of the acceptance of this bid is mailed or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the AGENCY a fully executed Form of Agreement (Contract) in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the AGENCY three (3) executed copies of a Faithful Performance Bond and a separate Payment Bond as

specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the AGENCY's "Notice to Proceed" and will be completed within the time specified in the Contract documents.

14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

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15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are:

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(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state names in full.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code in accordance with the act providing for registration of Contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the above-mentioned license(s) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the

duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. FORFEITURE OF SECURITY: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the AGENCY may declare the Bidder's bid deposit or bond forfeited as liquidated damages
18. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the AGENCY, the bidder offers and agrees that if the bid is accepted, it will assign to AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders' final payment to the bidder.
19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the AGENCY against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that **if requested** by the AGENCY, the Bidder will furnish a notarized financial statement, references and other information required by the AGENCY sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within **42 consecutive calendar days** from the date specified on the Notice to Proceed issued by the AGENCY. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **1000 THOUSAND DOLLARS (\$1,000.00)**.
22. CHANGE ORDER REQUESTS: Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the Contract Conditions will not be allowed.

***The following documents must be submitted with this Bid Form.***

1. Bidder's Non-Collusion Affidavit

2. Site Visit Certification
3. Company Information Sheets
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information

The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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Name of Corporation, Partnership or Sole Proprietor

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Address

Telephone: \_\_\_\_\_

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Proper Name of Bidder Empowered to Sign On Behalf of the Corporation, Partnership or Sole Proprietor

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Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her name and signature shall be placed above.

**ATTACHMENT NO. 1 TO BID FORM**

**BIDDERS' NONCOLLUSION AFFIDAVIT**  
(Public Contract Code Section 7106)

State of California

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he  
for the Contractor

she is the \_\_\_\_\_ of \_\_\_\_\_,  
the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization or corporation; that the bid  
is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or  
solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,  
conspired, connived or agreed with any bidder or anyone else to put in a sham bid or that anyone  
shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by  
agreement, communication or conference with anyone to fix the bid price of the bidder or any  
other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other  
bidder or to secure any advantage against the public body awarding the contract of anyone  
interested in the proposed contract, that all statements contained in the bid are true; and, further,  
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will  
not pay, any fee to any corporation, partnership, company association, organization, bid  
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Typed Name of Officer

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT NO. 2 TO BID FORM**

**SITE VISIT CERTIFICATION**

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction, permitting requirements, environmental restrictions, mitigation measures required, and labor required to complete this project in accordance with the Contract Documents. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify the **INLAND VALLEY DEVELOPMENT AGENCY** and all of its officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Typed Name of Bidder

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**ATTACHMENT NO. 3 TO BID FORM**

**COMPANY INFORMATION SHEET**

[Updated January, 2022]

**DECLARATION**

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in \_\_\_\_\_, \_\_\_\_\_  
County State

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

LEGAL NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**TYPE OF BUSINESS (Check One):**

- CORPORATION
- PARTNERSHIP
- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME
- OTHER \_\_\_\_\_
- LIMITED LIABILITY COMPANY
- JOINT VENTURE

**STATE OF INCORPORATION OR FORMATION:**

CALIFORNIA STATE LICENSE: \_\_\_\_\_

CALIFORNIA DIR REGISTRATION NUMBER: \_\_\_\_\_

**PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY**

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
_____	_____
_____	_____
_____	_____

**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**

.....  
**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____

.....  
**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**  
.....

## ATTACHMENT NO. 4 TO BID FORM

### PROPOSED SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each Bidder shall set forth below:

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to a prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to a prime contractor, specially fabricates and installs a portion of the work or improvement according to the Contract Documents in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Any information requested by the officer, department, board or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, description of work, and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board or commission for receipt of bids by prime contractors.

- (b) The portion of the work which will be done by each subcontractor.

General Contractors bidding this work shall require, pursuant to Public Contract code article 4108, all subcontractors providing labor and materials in excess of \$100,000.00 to supply an original signature and fully executed 100% Faithful Performance and 100% Payment Bond. All general contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.



## ATTACHMENT NO. 5 TO BID FORM

### BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_,  
as CONTRACTOR/PRINCIPAL and \_\_\_\_\_  
as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally  
doing business in California at \_\_\_\_\_, are  
held and firmly bound unto the **INLAND VALLEY DEVELOPMENT AGENCY**, hereinafter called the  
AGENCY, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID of the  
CONTRACTOR/PRINCIPAL submitted to the said AGENCY for the work described below for the  
payment of which sum is lawful money of the United States, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the CONTRACTOR /PRINCIPAL  
has submitted the accompanying bid dated \_\_\_\_\_, 2022, for construction of the project known as:

### **BUILDING 58 IMPROVEMENTS PROJECT**

NOW THEREFORE, the CONTRACTOR/PRINCIPAL shall not withdraw said bid within **one hundred twenty (120)** calendar days after said opening; and the CONTRACTOR/PRINCIPAL, when given Notice of Award, shall within ten (10) calendar days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the AGENCY, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the CONTRACTOR/PRINCIPAL shall pay the AGENCY the difference between the amount specified in said bid and the amount for which the AGENCY may procure the required work and/or supplies of the latter amount be in excess of the former, together with all costs incurred by the AGENCY in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

In the event suit is brought upon this bond by the AGENCY and judgment is recovered, CONTRACTOR/PRINCIPAL and Surety shall pay all costs incurred by the AGENCY in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2022 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Print Name

(Corporate Seal)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

(Attach Attorney-in-Fact Certificate)

(Attach All-Purpose Notary Acknowledgment for Surety Signature)

**ATTACHMENT NO. 6 TO BID FORM**

**BIDDER REFERENCES AND RESPONSIBILITY INFORMATION**

**GENERAL INFORMATION REQUIRED FROM BIDDER**

The AGENCY expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory matter. Such rejection would, if applicable, be based upon the principal that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional, and timely manner.

In performing the above-described responsibility determination, the AGENCY reserves the right to utilize, and bidder agrees to provide AGENCY with all possible sources of information in assisting AGENCY to make its determination, including, but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; bidder's most recent financial statements (unaudited and audited, as requested by AGENCY); inquiries to companies and public entities for which the bidder has previously performed work; reference checks and examination of all public records.

The bidder must also demonstrate knowledge of similar project experience and construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) public agency customers served within the past three (3) years with requirements similar to the needs of the INLAND VALLEY DEVELOPMENT AGENCY.

**FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

Firm name and address:

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Telephone: \_\_\_\_\_

1. Type of firm: (Check one)

Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_ Joint Venture \_\_\_\_

Contractor's License: Primary class \_\_\_\_\_

License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Department of Industrial Relations Registration Number. \_\_\_\_\_

Supplemental classifications held, if any, and license number(s) and expiration date(s):

\_\_\_\_\_

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the AGENCY that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law.

The AGENCY is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

Have you ever been licensed under a different name or different license number? \_\_\_\_\_. If Yes, give name and license number. \_\_\_\_\_

Names and titles of all officers of the firm:

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

Number of years as a contractor in construction work of this type: \_\_\_\_\_

Person who inspected site of the proposed work for your firm:

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

Date of Inspection: \_\_\_\_\_

How many years' experience in similar type of construction and project size work has your organization had?

\_\_\_\_\_

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_



Has your firm or any of its principals defaulted so as to cause a loss to a surety? \_\_\_\_\_ If the answer is "Yes", give dates, name and address of surety and details.

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Have you been assessed liquidated damages for any project in the past three years? If Yes, explain: \_\_\_\_\_

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Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_ If Yes, explain, and provide case name and number:

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Have you ever failed to complete a project in the last three years? \_\_\_\_\_ If so, give owner and details:

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List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	(____) _____
_____	_____	(____) _____
_____	_____	(____) _____

15. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the AGENCY or Architect/Engineer? \_\_\_\_\_ If so, please elaborate.

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**REFERENCE INFORMATION REQUIRED FROM BIDDER**

The following information should contain persons or entities familiar with the Bidder's Work:

1. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_
  
2. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_
  
3. Name of Agency: \_\_\_\_\_  
Agency Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Type of Construction Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, State of \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT NO. 7 TO BID FORM**  
**SUPPLEMENTAL BID INFORMATION**

**-ALLOWANCES-**

The Bidders shall include in the base bid of the project all the allowances listed below. These allowances shall be included in the total base bid, written in numbers and spelled out in words on item 3 of the Bid Form.

**Owner's Allowance.**

The lowest Bid shall be determined by the lowest Total Base Bid value indicated under item 3 of the bid form. The value listed on the bid form shall INCLUDE all allowances.

**AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

THIS AGREEMENT made in **three** (3) copies on this \_\_\_\_\_, 2022, BY AND BETWEEN **INLAND VALLEY DEVELOPMENT AGENCY**, San Bernardino County, California, hereinafter called the AGENCY

and

\_\_\_\_\_. hereinafter called the CONTRACTOR.  
(CONTRACTOR's License No. \_\_\_\_\_).

WITNESSETH: That the AGENCY and CONTRACTOR for the considerations hereinafter named agree as follows:

**ARTICLE 1 - SCOPE OF THE WORK:** CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction as indicated on the drawings and as described in the Project Manual for the complete project at:

**BUILDING 58 IMPROVEMENTS PROJECT**

**Project No. 50281**

and shall do everything required by the Agreement, the General Conditions of the Contract for Construction, General Project Requirements, Technical Specification Sections and Drawings and Addenda, all of which are incorporated herein by reference and made a part of this Agreement.

**ARTICLE 2 - TIME FOR PROJECT COMPLETION:** All work under this Contract shall be completed within a period of **42 consecutive calendar days** commencing with the Start Date indicated in the written Notice to Proceed received from the AGENCY and all work under this contract shall be performed in accordance with construction schedule and completed on or before completion date.

**ARTICLE 3 - THE AGREEMENT SUM:** The AGENCY shall pay the CONTRACTOR for the performance of this Contract, subject to the additions and deductions provided herein, the sum of:

\_\_\_\_\_  
(\$ \_\_\_\_\_)

**ARTICLE 4 – REGISTRATION FOR PUBLIC WORKS AND CERTIFICATIONS:**

**A.** CONTRACTOR acknowledges that this is a contract for a “public work”. No contractor or subcontractor may be awarded a contract for public work on a public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR and all subcontractors are required to be registered and qualified pursuant to California Labor Code Section 1725.5 to perform work on public work projects at all times during the term of this Contract. CONTRACTOR certifies to AGENCY that CONTRACTOR and all subcontractors performing work on the project are registered and qualified to work on public works contracts.

**B.** Certifications of compliance with requirements for Worker's Compensation (Attachment No. 1 to Agreement), Drug-Free Work Place (Attachment No. 2 to Agreement), and Prevailing Wage Certification (Attachment No. 3 to Agreement) are hereby made a part of this Agreement.

**C.** CONTRACTOR shall post on the job site all notices as prescribed by applicable regulations.

**ARTICLE 5 – PROGRESS PAYMENTS:**

**A.** On or before the twenty-fifth (25th) day of each calendar month during the progress of the portion of the work for which payment is being requested, the CONTRACTOR shall submit for each Progress Payment using original AIA (American Institute of Architects) G702 and G703 completely filled out to the AGENCY an itemized application for payment for operations completed in accordance with the schedule of values. All work will be billed on the AGENCY's standard pay application.

**B.** Within thirty (30) calendar days after receipt of an undisputed and properly submitted request for payment, CONTRACTOR shall be paid a sum equal to ninety-five percent (95%) of the value of the work performed up to the last day of the previous month, less the aggregate of previous payments. For purposes of this Article, a payment request is not considered late if payment is beyond thirty (30) calendar days if the payment request is delayed due to an audit inquiry by the financial officer of the AGENCY or any county or government agency included in the processing of the payment request. The value of the work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any bondsman, from damages arising from such work or from enforcing each and every provision of this contract and the AGENCY shall have the right subsequently to correct any error made in any estimate for payment.

**C.** An approved request for payment, a progress payment or partial or entire use or occupancy of the project by the AGENCY shall not constitute acceptance of work.

**D.** AGENCY shall have the right, if necessary for the protection of the AGENCY, to issue joint checks made payable to the CONTRACTOR and subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the AGENCY and a subcontractor of any tier, any obligation from the AGENCY to such subcontractor, or rights in such subcontractor against the AGENCY.

**E.** No later than seven (7) calendar days after receipt, pursuant to Public Contract Code 7107, the CONTRACTOR shall pay to each subcontractor, out of the amount paid to the CONTRACTOR on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such subcontractor's portion of the work. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner.

**ARTICLE 6 – RETENTION:**

**A.** Pursuant to Public Contract Code 7201 the retention amount withheld is five percent (5%) of the total value of the contract or work performed. The retainage, less any amounts disputed by the AGENCY or which the AGENCY has the right to withhold, shall be paid no later than sixty (60) calendar days after the acceptance of the work and recording of the notice of completion by AGENCY. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the CONTRACTOR to perform, in accordance with the terms and conditions of the contract documents, except as provided to the contrary in any escrow agreement between the AGENCY and the CONTRACTOR pursuant to Public Contract Code § 22300.

B. Pursuant to Public Contract Code Section 22300, CONTRACTOR has the option to deposit securities with an escrow agent approved by the AGENCY as a substitute for retention earnings withheld by the AGENCY to ensure performance.

**ARTICLE 7 – PAYMENT AND PERFORMANCE BONDS:** CONTRACTOR shall apply for and furnish a performance bond in the form of Attachment No. 4 and a payment bond in the form of Attachment No. 5 which shall cover 100% faithful performance of and payment of all obligations arising under this Contract and guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. To the extent, if any, that the contract price is increased in accordance with the contract documents, the amount of the bonds provided by the CONTRACTOR shall be increased automatically and accordingly and the CONTRACTOR shall promptly deliver satisfactory evidence of such increase to the AGENCY. To the extent available, the bonds shall further provide that no change or alteration of the contract documents (including, without limitation, an increase in the contract price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release the surety. If the CONTRACTOR fails to furnish the required bond, the AGENCY may terminate the contract for cause.

**ARTICLE 8 - HOLD HARMLESS AGREEMENT:** To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby indemnify, defend and hold harmless the AGENCY and each of their officers, agents, employees, and consultants (including the AGENCY's architects and engineers) from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever (including, but not limited to attorneys' fees and costs including fees of consultants) which may be incurred by reason of:

- A. Liability for damage for death or bodily injury to persons or injury to property sustained by the CONTRACTOR or any other person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the AGENCY, or each of their officers, agents or independent CONTRACTORS who are directly employed by the AGENCY or for defects in design furnished by such persons.
- B. Any injury to or death of persons or damage, loss or theft of any property, sustained by any person, firm, or corporation, including the AGENCY, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on AGENCY property or not, except for liability for damages which result from the sole negligence or willful misconduct of the AGENCY, its officers, employees, agents or independent CONTRACTORS who are directly employed by the AGENCY, or for defects in design furnished by such persons.
- C. Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors, suppliers, sureties, including, but not limited to, any stop notice actions.

The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the AGENCY, and each of their officers, agents, employees or consultants on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the AGENCY, and each of their officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 9 – PREVAILING WAGES**

- A. Wage rates for this project shall be in accordance with the General Wage Determination

made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, et seq., for San Bernardino County. Wage rates shall conform to those posted in the AGENCY Office.

- B.** The following labor code sections are hereby referenced and made a part of this agreement and are set forth in detail in Exhibit "B" attached hereto:
1. Section 1735, Anti-Discrimination Requirements.
  2. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
  3. Section 1776, Payroll Records.
  4. Section 1777.5 and 1777.6, Apprenticeship Requirements.
  5. Section 1810 and 1811, Working Hour Restrictions.
  6. Section 1813, Penalty for Failure to Pay Overtime.
  7. Section 1815, Overtime Pay.
- C.** The CONTRACTOR shall provide Certified Payroll to the AGENCY upon written request, or if so requested by the AGENCY with each Application for Payment. If AGENCY has previously required Certified Payroll Records to be provided with each Application for Payment then submission of Certified Payroll Records as well as all related or subsequent requests for supporting documents made by the AGENCY shall be a condition precedent to receipt of progress, final, and or/retention payments on the Project. If the AGENCY has requested or otherwise required Certified Payroll Records the AGENCY may withhold any portion of the progress and/or final payments up to and including the entire payment until the Certified Payroll Records requirements is met by the CONTRACTOR. If the CONTRACTOR is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code the AGENCY shall continue to withhold progress, final, or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties.
- D.** The CONTRACTOR shall further comply with the requirements of Section 1771.4 of the California Labor Code to furnish directly to the Labor Commissioner on a monthly basis certified payroll records and other records specified in Section 1776 of the California Labor Code.
- E.** Forfeiture for Failure to Comply with Written Record Request. The CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting Certified Payroll Records or supporting documents. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the AGENCY forfeit one hundred dollars (\$100) per day under Labor Code 1776 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards ("DAS") or the Department of Labor Standards and Enforcement ("DLSE"), these penalties shall be withheld from progress payments then due. A CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- F.** Mandatory Attendance at Pre-Job Conference: CONTRACTOR and subcontractors are required to attend the AGENCY's Pre-Job Conference. At the Pre-Job Conference, Labor Compliance requirements will be explained and reviewed. CONTRACTOR and subcontractors are required to sign the sign in sheet to verify attendance of the Pre-Job Conference.

- G.** CONTRACTOR acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**ARTICLE 10 – WORKERS’ COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to its employees. Prior to performing work under this contract, CONTRACTOR shall sign and file with AGENCY a "Certificate Regarding Workers Compensation", which includes the following: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

**ARTICLE 11 - RECORD AUDIT:** In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**ARTICLE 12 – PERFORMANCE OF WORK / DELAY:**

**A.** In the event said CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Contract in a diligent and workmanlike manner, and if the CONTRACTOR for a period of two (2) calendar days after receipt of written demand from AGENCY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said two (2) calendar days, fails to continue to do so, then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another CONTRACTOR, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

**B.** The CONTRACTOR shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the work due to unforeseeable causes beyond the control and without the fault or the negligence of CONTRACTOR, including, but not restricted to, acts of god, acts of public enemy, acts of government, acts of the AGENCY or anyone employed by it, acts of another CONTRACTOR in performance of a contract (other than this contract) with the AGENCY, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather or delays of subcontractors due to such causes.

**C.** The CONTRACTOR shall within five (5) days of the beginning of any delay in the prosecution of the work notify the AGENCY in writing of causes of delay. AGENCY will then ascertain the facts and extent of the delay and grant an extension of time for completing the work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the work directly affected by the delay and CONTRACTOR shall have no right to an extension of time for performance of any other portion of the work not so affected. The sole remedy



of CONTRACTOR for extensions of time under Article shall be an extension of the contract time at no cost to the AGENCY.

**ARTICLE 13 - NO CHANGES WITHOUT AUTHORIZATION:** There shall be no change whatsoever in the drawings, specifications, or in the work without an executed change order, construction change directive, or order by the AGENCY or authorized representative for a minor change in the work as herein provided. The AGENCY shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the drawings and specifications unless the same shall have been authorized by and the cost thereof approved in writing by change order or executed construction change directive. No extension of time for performance of the work shall be allowed hereunder unless claim for such extension is made at the time changes in the work are ordered, and such time duly adjusted in writing in the change order. Change orders shall only become effective when executed by the AGENCY and the CONTRACTOR and, if required, approved by the AGENCY governing board.

#### **ARTICLE 14 - CLOSE OUT / FINAL PAYMENT**

**A.** When the CONTRACTOR considers that the work, or a portion thereof which the AGENCY agrees to accept separately, is complete, the CONTRACTOR shall notify the AGENCY and the AGENCY shall inspect the work and prepare and submit to the CONTRACTOR a comprehensive list of minor items to be completed or corrected (punch list). The CONTRACTOR and/or its subcontractors shall proceed promptly to complete and correct items on the list. Any failure by the AGENCY to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the contract documents.

**B.** When the work, or designated portion thereof, is complete (including all punch list items), the AGENCY will prepare a notice of completion which shall establish the date of completion, establish the responsibilities of the AGENCY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work and insurance and fix the time within which the CONTRACTOR shall finish all items on the list accompanying the notice of completion. Warranties required by the contract documents shall commence on the date of completion of the work or designated portion thereof, unless otherwise provided in the notice of completion. The notice of completion shall be submitted to the AGENCY and the CONTRACTOR for their written acceptance of responsibilities assigned to them in such notice.

**C.** Final payment, constituting the entire unpaid balance of the agreement sum together with all retentions shall be paid by the AGENCY to the CONTRACTOR within 60 days after completion of the work as defined in California Public Contract Code § 7107.

**D.** If more than two (2) requests of the AGENCY to make inspections under this under paragraph A above, the cost of any additional inspection shall be considered an additional service of AGENCY and all subsequent costs will be invoiced to CONTRACTOR and withheld from remaining payments.

**ARTICLE 15 – INSURANCE:** Before the commencement of the work, the CONTRACTOR shall purchase from and maintain, in a company or companies lawfully authorized by the State of California, Department of Insurance, to do business in California either i) as admitted carriers or ii) as approved for the List of Eligible Surplus Line Insurers (“LESLI”), insurance as set forth under this Article. For Liability and Workers’ Compensation insurance, the insurance provider must also have an A.M. Best Rating of A VIII. The insurance shall protect the CONTRACTOR and AGENCY from claims set forth below, which may arise out of or result from the CONTRACTOR’s operations under the contract and for which the CONTRACTOR may be legally liable, whether such operations are by the

CONTRACTOR, by a subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims for damages because of bodily injury, sickness, disease, or death of any person other than the CONTRACTOR's employees;
- B. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by another person;
- C. Claims for damages because of injury or destruction of tangible property, including loss of use resulting there from, arising from operations under the contract documents;
- D. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- E. Claims involving blanket contractual liability applicable to the CONTRACTOR's obligations under the contract documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the subcontractors; and claims involving completed operations, independent Contractors' coverage, and broad form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, or excavating.

F. Insurance Limits

1. CONTRACTOR's Liability Insurance

a. Worker's Compensation

State: California	Statutory
Voluntary Compensation (by any exempt entities):	Same as State Workers Compensation
Employer's Liability	Statutory
Benefits required by union labor contracts:	\$1,000,000.00 Each accident As applicable

b. General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with limits of not less than the amounts set forth below per occurrence (can be combined single limit (CSL). The policy coverage shall include (i) premises operations and mobile equipment, (ii) products and completed operations, (iii) broad form property damage (including completed operations), (iv) explosion, collapse and underground hazards, (v) personal injury, and (vi) contractual liability.

1. Bodily Injury:

\$ 1,000,000.00	Each Occurrence
\$ 2,000,000.00	Aggregate

Or such great amounts as specified in the Agreement

2. Property Damage:

\$ 1,000,000.00	Each Occurrence
\$ 2,000,000.00	Aggregate

3. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment and the CONTRACTOR shall continue to provide evidence of such coverage to the AGENCY on an annual basis during the aforementioned period.

4. Property Damage Liability Insurance shall include coverage for the following hazards:

- X X (Explosion)
- X C (Collapse)
- X U (Underground)

5. Contractual Liability (Hold Harmless Coverage): Include in CSL Form

a. Bodily Injury:

\$ 1,000,000.00 Each Occurrence  
\$ 2,000,000.00 Aggregate

b. Property Damage:

\$ 1,000,000.00 Each Occurrence  
\$ 2,000,000.00 Aggregate

6. Personal Injury (with Employment Exclusion deleted, if applicable):

\$1,000,000.00 per occurrence  
Aggregate subject to CSL Aggregate

7. If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$2,000,000.00.

If CONTRACTOR's Contract (Total Bid Price) is expected to be more than \$500,000.00, the following excess liability coverage is required:

a. Umbrella Excess Liability:

\$ 2,000,000.00 (or such greater amount as provided in the Agreement) over primary insurance

\$ 10,000.00 Retention

b. Automobile Liability (owned, non-owned, hired):

1. Bodily Injury: \$1,000,000.00 CSL

\$ 1,000,000.00 Each Person

- |    |                  |                 |
|----|------------------|-----------------|
|    | \$ 1,000,000.00  | Each Accident   |
| 2. | Property Damage: |                 |
|    | \$ 1,000,000.00  | Each Occurrence |

The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the AGENCY and its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR'S employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the AGENCY.

The CONTRACTOR shall either include subcontractors of all tiers as insureds under its policies or the CONTRACTOR shall furnish separate certificates and endorsements for each subcontractor of all tiers to the AGENCY for review and approval. A "claims made" or modified "occurrence" policy shall not be acceptable to AGENCY.

The CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this contract until all required insurance, certificates, and additional insured endorsements have been delivered in duplicate to the AGENCY

**ARTICLE 16 – CONTRACTOR'S LICENSE:** CONTRACTOR must possess a **CLASS "B"** CONTRACTOR's License, issued by the State of California, which is current and in good standing.

**ARTICLE 17 – CORPORATION IN GOOD STANDING:** If CONTRACTOR is a corporation or other legal entity, the undersigned hereby represents and warrants that such entity is duly formed in good standing, and authorized to conduct business in the State of California, and that \_\_\_\_\_ whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

**ARTICLE 18 – PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 19 - LIQUIDATED DAMAGES:** Pursuant to Government Code Section 53069.85, if the work is not completed by the Completion Date under Article 2 above it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR will pay the AGENCY the sum of \$ 1,000.00 for each and every calendar day of delay beyond the Completion Date. CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not complete the work by the Completion Date and the AGENCY's acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding the time period to complete the work or liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under other

provisions of this Contract.

**ARTICLE 20 - TRENCHES GREATER THAN FIVE (5) FEET DEEP:** Pursuant to Labor Code § 6705, if this contract involves the excavation of any trench or trenches five feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the AGENCY or to whomever AGENCY designates a detailed plan showing the design or shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the contract for completion of the work as set forth in the Project documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the AGENCY. (Labor Code § 6500; Health and Safety Code Section 17922.5).

**ARTICLE 21 - TRENCHES OR EXCAVATION GREATER THAN FOUR (4) FEET BELOW THE SURFACE:** Pursuant to Public Contract Code § 7104, when any excavation or trenching extends greater than four (4) feet below the surface:

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) material that the CONTRACTOR believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

(2) subsurface or latent physical conditions at the site differing from those indicated.

(3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. The AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the AGENCY and the CONTRACTOR.

**ARTICLE 22 – COMPONENT PARTS OF THE AGREEMENT:** The Agreement entered into by this Agreement consists of the following Agreement Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Notice Inviting Bids  
All Bid Forms Submitted  
Certification of Workers' Compensation and Insurances  
Certification of Drug Free Workplace  
Performance Bond  
Labor and Materials Payment bond  
Prevailing Wage Compliance Certification  
Guarantee  
General Project Requirements  
Scope of Work Summary "EXHIBIT A"  
Minimum Plumbing Facilities "EXHIBIT B"  
Plans and Specifications  
Change Orders  
Shop Drawing Transmittals

All of the above named Agreement Documents are intended to be complementary. Work required by one of the above named Agreement Documents and to by others shall be done as if required by all.

**ARTICLE 23 - ANTI-DISCRIMINATION:** It is the policy of the AGENCY that in connection with all work performed under contracts, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, medical conditions, sexual orientation or marital status. The CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900 and Labor Code 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed for the work by the CONTRACTOR.

**ARTICLE 24 - ASSIGNMENT OF ANTITRUST CLAIMS:**

**A.** Public Contract Code Section 7103.5 provides that pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services or materials pursuant to the public works contract or the subcontract.

**B.** This assignment shall be made and become effective at the time the AGENCY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties. If the AGENCY receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code), the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AGENCY any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the AGENCY as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**C.** Upon demand in writing by the assignor, the AGENCY shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the AGENCY has not been injured thereby or the AGENCY declines to file a court action for the cause of action.

**ARTICLE 25 - CLAIMS / ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF \$375,000.00 OR LESS**

**A.** Claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be made by written notice. An additional claim made after the initial claim has been implemented by change order will not be considered. The failure of the CONTRACTOR to provide the required notice shall constitute an express waiver of any right to assert such claim, whether affirmatively or defensively.

**B.** Notwithstanding any other provision herein, claims of \$375,000.00 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code § 20104, *et seq.* "Claim" for this purpose means a separate demand by the CONTRACTOR for a time extension, payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract, for which payment is expressly provided, or the CONTRACTOR is otherwise entitled to, or an amount the payment of which is disputed by the AGENCY.

**ARTICLE 26 - BACKGROUND CHECK:** CONTRACTOR agrees to comply with a criminal background check of all employees upon request. CONTRACTOR shall conduct criminal background check of all employees and sub-CONTRACTORs employees. CONTRACTOR must provide the AGENCY with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, at AGENCY's sole discretion, termination of this Agreement.

**ARTICLE 27 - DOCUMENT CONTROL PROGRAM:** CONTRACTOR may be required (if implemented on this project) to utilize the AGENCY'S established standard, centralized, Internet-based document control program to record, attach, track and manager Transmittals, Requests for Information (RFIs), Submittals, Daily Reports, Meeting Minutes, Punch Lists and other documents as required. Software and training for the CONTRACTOR's document coordinator and managers will be provided by the AGENCY at no charge to the CONTRACTOR.

**ARTICLE 28 - CONFLICT OF INTEREST – AGENCY REPRESENTATIVES.** CONTRACTOR acknowledges that the AGENCY uses ethical business practices in the selection of its CONTRACTORS and in its other contracting practices. CONTRACTOR certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the AGENCY or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the AGENCY involved in the negotiation of this Agreement; (ii) any member of any department of the AGENCY procuring items or services from the CONTRACTOR under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the AGENCY. Further, CONTRACTOR certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the AGENCY or any department thereof, provide any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the AGENCY involved in the negotiation of this Agreement; (ii) any member of any department of the AGENCY procuring items or services from the CONTRACTOR under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the AGENCY.

The CONTRACTOR acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the CONTRACTOR appearing below:

\_\_\_\_\_  
(initial here)

**ARTICLE 29 - CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS:** The CONTRACTOR represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed members of the governing body of the AGENCY. The CONTRACTOR further represents and warrants that neither the CONTRACTOR, nor any number of individuals employed by the CONTRACTOR or other contractors and Subcontractors of the CONTRACTOR, or any others acting on behalf of or in concert with the CONTRACTOR, have contributed to: (i) any member of the governing body of the AGENCY, (ii) any election committee of any member of the governing body of the AGENCY, (iii) any “friends of” election committee of any member of the governing body of the AGENCY, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the AGENCY, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the AGENCY to approve this Agreement. The CONTRACTOR covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the AGENCY and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the CONTRACTOR and other contractors and Subcontractors of the CONTRACTOR, or others action on behalf of or in concert with the CONTRACTOR, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the AGENCY to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Article, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The CONTRACTOR acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the CONTRACTOR appearing below:

\_\_\_\_\_  
(initial here)

**ARTICLE 30 - FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS:** The provisions of this Article shall apply to the CONTRACTOR, its employees and/or agents providing or supervising the services to the AGENCY as set forth in this Agreement. The CONTRACTOR acknowledges and represents and warrants that the CONTRACTOR is aware of the requirements of the Fair Political Practices Commission (“FPPC”) of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the CONTRACTOR to complete and timely submit the required FPPC reporting forms.

By the execution and acceptance of this Agreement with the AGENCY, the CONTRACTOR hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by AGENCY legal counsel or the Clerk of the Board, the CONTRACTOR shall submit, and/or cause its employees and/or agents providing or supervising the services to the AGENCY as set forth in this Agreement to submit, to the Clerk of the Board any reporting form or filing published and/or required by the FPPC which AGENCY legal counsel or the Clerk of the Board should deem appropriate and so request of the CONTRACTOR, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to CONTRACTOR by the Clerk of the Board, identifying the appropriate and necessary economic disclosures of the CONTRACTOR, its employees and/or agents



who perform services by, through or on behalf of the CONTRACTOR to the AGENCY pursuant to this Agreement.

Further, the CONTRACTOR recognizes that it is neither the duty nor the responsibility of the AGENCY, its staff and/or legal counsel to review or seek additional information from the CONTRACTOR as to any information submitted to the AGENCY in the required FPPC reporting forms. The CONTRACTOR further understands that the CONTRACTOR, its principals, shareholders, and certain employees and/or agents could be subjected to fines and civil penalties imposed by the FPPC in the event any documentation submitted by the CONTRACTOR is deemed to be inadequate either by the FPPC or any other State or local prosecutorial office. Under some circumstances, such inadequacies for failure to comply with the FPPC requirements may also involve criminal sanctions.

The CONTRACTOR shall further defend, indemnify and hold harmless the AGENCY, its officers, employees, representatives, and agents, for any and all violations by the CONTRACTOR regarding FPPC reporting compliance requirements that result in any liability or financial loss to the AGENCY, its officers, employees, representatives, and agents, by reason of the failure of the CONTRACTOR to comply with the provisions of this Article, including staff costs, attorney fees and any and all other costs as may be incurred by the AGENCY, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the CONTRACTOR.

The CONTRACTOR acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the CONTRACTOR appearing below:

\_\_\_\_\_  
(initial here)

**ARTICLE 31 - CONTRACTOR INTERESTS ADVERSE TO THE AGENCY:** CONTRACTOR hereby represents that it has no interests adverse to the AGENCY or its individual member entities, at the time of execution of this Agreement. CONTRACTOR hereby agrees that, during the Term of this Agreement, the CONTRACTOR shall not enter into any agreement or acquire any interests detrimental or adverse to the AGENCY or its individual member entities. Additionally, CONTRACTOR hereby represents and warrants to AGENCY that CONTRACTOR and any partnerships, individual persons or any other party or parties comprising CONTRACTOR, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the AGENCY, property over which the AGENCY has jurisdiction or any members or staff of the AGENCY that have not been previously disclosed in writing to AGENCY, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the CONTRACTOR to perform the services to the AGENCY as set forth in this Agreement.

**ARTICLE 32 - CONFIDENTIALITY OF MATERIALS AND INFORMATION:** The CONTRACTOR shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the AGENCY designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the AGENCY. CONTRACTOR shall safeguard and not disclose confidential information of the AGENCY including any of the following: (a) patient, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the AGENCY, referred to collectively hereafter as "Confidential

Information.” CONTRACTOR further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for the AGENCY. Upon termination or expiration of this Agreement, or otherwise as requested by the AGENCY, CONTRACTOR shall promptly deliver all Confidential Information to the AGENCY, if any, in whatever form, that may be in CONTRACTOR’s possession or control.

**ARTICLE 33 – ENTIRE AGREEMENT:** The complete Agreement as set forth in Article 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the AGENCY.

\_\_\_\_\_  
(CONTRACTOR)

**INLAND VALLEY DEVELOPMENT  
AGENCY**  
(AGENCY)

By: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Burrows

\_\_\_\_\_  
Official Title

Chief Executive Officer  
\_\_\_\_\_  
Official Title

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

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

Address  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Official Seal

**ATTACHMENT NO. 1 TO AGREEMENT**

**CERTIFICATE REGARDING WORKERS' COMPENSATION**

Every employer, shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.
- C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations, a certificate of consent to self-insure against workers' compensation claims which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

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

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Official Title

**ATTACHMENT NO. 2 TO AGREEMENT**

**DRUG-FREE WORKPLACE CERTIFICATION**

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

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990. I also understand that if the AGENCY determines that I have either (A) made a false certification herein, or (B) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Official Title

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

**ATTACHMENT NO. 3 TO AGREEMENT**

**CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION**

To: INLAND VALLEY DEVELOPMENT AGENCY  
1601 East Third Street, San Bernardino, CA 92408

I hereby certify that I will comply with the State of California Public Works Contract Requirements and Department of Industrial Relations Wage Orders regarding wages, benefits, on site audits with 48-hour notice, payroll records and apprentice and trainee employment requirements.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
CONTRACTOR'S PRINCIPAL'S SIGNATURE

\_\_\_\_\_  
DATED

**ATTACHMENT NO. 4 TO AGREEMENT**

**FAITHFUL PERFORMANCE BOND FORM**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **INLAND VALLEY DEVELOPMENT AGENCY** (hereinafter referred to as "AGENCY") has awarded to \_\_\_\_\_, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

**BUILDING 58 IMPROVEMENTS PROJECT**  
(Hereinafter referred to as the "Public Work")

WHEREAS, the work to be performed by the CONTRACTOR/PRINCIPAL is more particularly set forth in that certain contract for the said Public Work dated \_\_\_\_\_, incorporated herein by this reference; and

WHEREAS, the CONTRACTOR/PRINCIPAL is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned CONTRACTOR/PRINCIPAL and \_\_\_\_\_, Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the AGENCY in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) said sum being not less than one hundred percent (100%) of the total amount payable by the said AGENCY under the terms of the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounded CONTRACTOR/PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the AGENCY, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to AGENCY a reasonable attorney's fee to be fixed by the Court.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year or longer if required by the Contract Documents after the acceptance of the work by AGENCY, during which time if CONTRACTOR/PRINCIPAL shall fail to make full, complete, and satisfactory repair and

replacements and totally protect the AGENCY from loss or damage made evident during this period from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of CONTRACTOR/PRINCIPAL remains.

Whenever CONTRACTOR/PRINCIPAL shall be, and is declared by the AGENCY to be, in default under the contract, the AGENCY having performed the AGENCY's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the AGENCY's option:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the AGENCY, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to CONTRACTOR/PRINCIPAL by the AGENCY under the contract and any modifications thereto, less the amount previously properly paid by the AGENCY to the CONTRACTOR/ PRINCIPAL.

Surety expressly agrees that the AGENCY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the CONTRACTOR/PRINCIPAL.

Surety shall not utilize CONTRACTOR/PRINCIPAL in completing the contract nor shall Surety accept a bid from CONTRACTOR/PRINCIPAL for completion of the work if the AGENCY, when declaring the CONTRACTOR/PRINCIPAL in default, notifies Surety of the AGENCY's objection to CONTRACTOR's/PRINCIPAL's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the AGENCY named herein or the successors or assigns of the AGENCY. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the AGENCY and the CONTRACTOR/PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

CONTRACTOR/PRINCIPAL and Surety agree that if the AGENCY is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the AGENCY's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CONTRACTOR/PRINCIPAL:

\_\_\_\_\_  
Name

By: \_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

The rate of premium on this bond is \$\_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 750 as amended).



THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_

\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF CALIFORNIA )

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the \_\_\_\_\_ (Surety) acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**ATTACHMENT NO. 5 TO AGREEMENT**

**PAYMENT BOND FORM**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **INLAND VALLEY DEVELOPMENT AGENCY** (hereinafter referred to as "AGENCY") has awarded to \_\_\_\_\_, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

**BUILDING 58 IMPROVEMENTS PROJECT**  
(Hereinafter referred to as the "Contract")

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, pursuant to Section 9550 et seq. of the California Civil Code.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned CONTRACTOR/PRINCIPAL and \_\_\_\_\_, Surety, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the **INLAND VALLEY DEVELOPMENT AGENCY** and to any and all persons, companies or corporations entitled to file stop notices under Section 9100 of the California Civil Code in the sum of \_\_\_\_\_ **DOLLARS (\$\_\_\_\_\_)**, said sum being not less than one hundred percent (100%) of the total amount payable by the said AGENCY under the terms of the said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, said CONTRACTOR/PRINCIPAL, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part VI, Title III, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement

pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the AGENCY and original CONTRACTOR/ PRINCIPAL or on the part of any obligee named in such bond, but the sole condition of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR/PRINCIPAL:

\_\_\_\_\_ Name

By: \_\_\_\_\_

Signature \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-In-Fact

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

IMPORTANT: Surety companies executing Bonds must possess a certification of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

(Name and Address of Surety)

\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California if different from above)

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

(Telephone number of Surety and Agent or Representative for service of process in California)

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, , a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the \_\_\_\_\_ (Surety) acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto

**ATTACHMENT NO. 6 TO AGREEMENT**

**COMPANY INFORMATION SHEET**

[Updated January, 2022]

**DECLARATION**

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in \_\_\_\_\_, \_\_\_\_\_  
COUNTY STATE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

LEGAL NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**TYPE OF BUSINESS (Check One):**

- CORPORATION
- PARTNERSHIP
- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME
- OTHER \_\_\_\_\_
- LIMITED LIABILITY COMPANY
- JOINT VENTURE

**STATE OF INCORPORATION OR FORMATION:**

\_\_\_\_\_

**PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY**

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
_____	_____
_____	_____
_____	_____

**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**

.....  
**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____

.....  
**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**  
.....

**COMPANY INFORMATION SHEET  
SUBCONTACTOR/VENDOR**

[One form must be submitted for each listed sub-contractor or vendor]

**DECLARATION**

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in \_\_\_\_\_ County, \_\_\_\_\_ State

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

.....  
LEGAL NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**TYPE OF BUSINESS (Check One):**

- |                          |   |                          |                           |
|--------------------------|---|--------------------------|---------------------------|
| <input type="checkbox"/> | CORPORATION                                 | <input type="checkbox"/> | LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> | PARTNERSHIP                                 | <input type="checkbox"/> | JOINT VENTURE             |
| <input type="checkbox"/> | INDIVIDUAL                                  |                          |                           |
| <input type="checkbox"/> | INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME |                          |                           |
| <input type="checkbox"/> | OTHER _____                                 |                          |                           |

STATE OF INCORPORATION OR FORMATION: \_\_\_\_\_

CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

DIR REGISTRATION NUMBER: \_\_\_\_\_

.....  
**PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY**

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
_____	_____
_____	_____
_____	_____

.....  
**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**  
.....





**ATTACHMENT NO. 7 TO AGREEMENT**  
**GENERAL CONTRACTOR PROJECT CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery Address, if different: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY CONTACTS**

---

General Correspondence: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name & Title Fax: \_\_\_\_\_

Billing & Pay Requests: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name & Title Fax: \_\_\_\_\_

Field Issues/Coordination: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name & Title Fax: \_\_\_\_\_

Proposal Requests & \_\_\_\_\_ Phone: \_\_\_\_\_  
Change Order Pricing: Name & Title Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_

Submittals: \_\_\_\_\_ Fax: \_\_\_\_\_  
Name & Title Phone: \_\_\_\_\_

RFI's: \_\_\_\_\_ Fax: \_\_\_\_\_  
Name & Title Phone: \_\_\_\_\_

**24-Hour Emergency Contact**

---

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Pager #: \_\_\_\_\_

**ATTACHMENT NO. 08 TO AGREEMENT**

**GUARANTEE**

To: **INLAND VALLEY DEVELOPMENT AGENCY**

Project: **BUILDING 58 IMPROVEMENTS PROJECT**

We hereby guarantee all the work we will perform, install or construct, both labor and materials, on the above Project (whether listed below or not) and guarantee that such work will be done in accordance with the Project Drawings, Specifications, and other Contract Documents, and that the Work as installed/constructed will fulfill the requirements included in the Contract Documents.

The undersigned agrees to repair or replace, at no cost to the AGENCY, any or all of such work, together with any other adjacent work which may be displaced/damaged in connection with such replacement, that may prove to be defective in workmanship or material within the Guarantee Period, ordinary wear and tear and unusual abuse or neglect excepted.

The Guarantee Period shall commence on the date of completion as specified in the Notice of Completion approved by the AGENCY Board and shall continue for the longer of: (a) a period of one (1) year; (b) a period in excess of one (1) year, as specified or required in any Section of the Contract Documents; (c) the duration of a manufacturer's guarantee extending beyond one (1) year.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the AGENCY, but not later than ten (10) days after being notified in writing by the AGENCY of defects requiring correction pursuant to this guarantee, the undersigned authorizes the AGENCY to proceed to have said defects repaired/corrected and made good at the expense of the undersigned, which will pay all costs and charges therefore upon demand.

General Contractor or Subcontractor: \_\_\_\_\_

Name of Authorized Person to Sign for the above: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

