

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

JOB ORDER CONTRACT (JOC) NO. 020
GENERAL AND TRADES



PREPARED BY
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside (“County”) invites sealed Bids for General and Trade Contractors for Maintenance and Renovation Construction Work and Specialty Trade Work for the following project (“Work”):

Job Order Contract (JOC) No. 020 – General Contractors, which is a competitively bid, firm fixed priced, indefinite quantity contract. It includes a catalogue of established unit prices. It is for repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property.

Job Order Contract (JOC) No. 020 – Trade Contractors for C-15 Flooring, C-20 HVAC, C-33 Painting, and C-36 Roofing, which is a competitively bid, firm fixed priced, indefinite quantity contract. It includes a catalogue of established unit prices for specialty trade work. It is for repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the Riverside County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **2:00 p.m. on May 22, 2024**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **April 30, 2024**, and up to **forty-eight (48)** hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to the Pre-Qualified Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, **Mission Reprographics, 2050 E. La Cadena, Suite L, Riverside, CA, 92507, (951) 686-8828, Attn: Gary Schwalbe**. At the time of such pick-up or request for mailing, a non-refundable fee of twenty-five dollars (\$25.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed any time at: www.missionreproplanroom.com.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a JOC proposal subject to Public Contract Code section 4104, shall not be qualified to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract without proof of current registration to perform public works.

There will be a combined, mandatory Pre-Bid Conference for JOC No. 20 for both General Contractors and Specialized Trade contractors which will be conducted on **May 9, 2024** commencing promptly at **2:00 p.m. (Pacific Time) via Microsoft (MS) Teams**. **Bidders are to pre-register for the MS Teams conference by May 8, 2024 before 1:00 p.m. to receive an invitation by submitting an email at schow@Rivco.org. Attendance by Pre-Qualified Bidders at the mandatory Pre-Bid Conference is required as a condition of bidding for those intending to bid on one or both JOC General or JOC Trade contracts.** Sign language services are available for the Pre-Bid Conference upon written request received by email at schow@Rivco.org at least five (5) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

(1) to have been prequalified by the County prior to Bid, in accordance with the results of the Request for Qualifications for Prospective Bidders for Contracts for Job Order Contracting dated April 30, 2024. The prequalified bidders are:

GENERAL CONTRACTORS

Angeles Contractor, Inc.	783 Phillips Drive	City of Industry, CA 91748	(626) 923-3800
Blackstone Builders, Inc.	3091 E. La Cadena Drive	Riverside, CA 92507	(951) 736-1600
Dalke & Sons Construction, Inc.	4585 Allstate Drive	Riverside, CA 92501	(951) 274-9880
Harry H. Joh Construction, Inc.	7303 Somerset Blvd	Paramount, CA 90723	(562) 630-3348
Horizons Construction Co., Int'l, Inc.	432. W. Meats Ave	Orange, CA 92865	(714)-626-0000
Mackone Development, Inc.	2244 Beverly Blvd.	Los Angeles, CA 90057	(213) 252-9506
PUB Construction, Inc.	23545 Palomino Dr. Ste 104	Diamond Bar, CA 91765	(909) 455-0187
Quincon, Inc.	200 South 13th Street, Suite 101	Glover Beach, CA 93433	(805) 570-1660
Vincor Construction, Inc.	2651 Saturn Street	Brea, CA 92821	(714) 528-2900

TRADE CONTRACTORS C-15 FLOORING

Del's Flooring Contractors, Inc.	42120 State Street	Palm Desert, CA 92211	(760) 568-0060
Floor Tech America, Inc	125 Mercury Circle	Pomona, CA 91768	(909) 598-6328
JJJ Floor Covering, Inc.	4831-A Passons Blvd.	Pico Rivera, CA 90660	(562) 692-9008
Pub Construction Inc.	23545 Palomino Dr. Ste 104	Diamond Bar, CA 91765	(909) 455-0187

TRADE CONTRACTORS C-20 MECHANICAL

ACH Mechanical Contractors	411 Business Center Court	Redlands, CA 92373	(909) 307-2850
Athena Engineering, Inc.	456 E. Foothill Blvd.	San Dimas, CA 91773	(909) 971-8439
EMCOR Services Mesa Energy	2 Cromwell	Irvine, CA 92618	(949) 677-0613
F.M Thomas Air Conditioning, Inc.	231 Gemini Ave.	Brea, CA 92821	(800) 660-0891
Next Level HVAC Energy Mgmt Systems	9834 Norwalk Blvd.	Santa Fe Springs, CA 90670	(213) 613-8237

TRADE CONTRACTORS C-33 PAINTING

Angeles Contractor, Inc	783 Phillips Drive	City of Industry, CA 91748	(626) 923-3800
CTG Construction, Inc dba C.T Georgio Painting Co	433 Lecouvreur Ave.	Wilmington, CA 90744	(310) 834-8015
Horizons Construction Co. Int'l Inc.	432 W Meats Ave.	Orange, CA 92865	(714) 626-0000
Prime Painting Contractors Inc.	17033 Glehill Street	Northridge, CA 91325	(818)833-8866
Pub Construction Inc.	23545 Palomino Dr. Ste 104	Diamond Bar, CA 91765	(909) 455-0187

TRADE CONTRACTORS C-39 ROOFING

All Seasons Insulation, Inc	PO Box 111	Colton, CA 92324	(909) 824-2634
Angeles Contractor, Inc	783 Phillips Drive	City of Industry, CA 91748	(626) 923-3800
Bell Roof Co., Inc	PO Box 111	Colton, CA 92324	(909) 885-6863
Best Contracting Services, Inc	19027 S. Hamilton Ave.	Gardena, CA 90248	(310) 328-6969
Rite-Way Roof Corporation	15425 Arrow Route	Fontana, CA 92335	(909) 350-8490

(2) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(3) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): license classification B-

General Building Contractor and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws; and

(4) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded contractor shall post job site notices as prescribed by regulation. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Facilities Management, 3450 14th Street, Suite 200, Riverside, CA 92501, Attention: Serena Chow who can be reached by phone at (951) 955-0911 or (951) 955-6619 or via e-mail at schow@Rivco.org.

INSTRUCTIONS TO BIDDERS

ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used on the Bidding Documents shall have the meanings assigned to them in the forms of Construction Contract and General Conditions that are included in the Bidding Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Bidding Documents where such terms are used.

1.2 SUMMARY OF PROJECT

1.2.1 Project Description. The Project being bid is a Job Order Contract (hereinafter called JOC) and generally consists of the following: A JOC is a competitively bid, firm fixed priced indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property. Ordering is accomplished by the issuance of Job Orders against the JOC. The County estimates responsive bid range would be between 85% and 100%, but each bidder is responsible to determine the bid factor(s) that most accurately represent their company's ability to perform the contract requirements. The identifying name of the Project is **JOC No.020**.

The Contractor, under JOC, furnishes all management, labor, materials, equipment, and required plan check and permits from local jurisdictions needed to perform the work. The Contractor will be required to provide a Superintendent from the Contractor's staff for each Job Order. Please also note that a fee for use of the Gordian Job Order Contracting Solution which includes the proprietary eGordian® JOC applications and construction cost data is associated with each Job Order. The fee will be paid by the Contractor to the Gordian Group.

1.2.2 Contract Time. The term of the JOC will be for one year from the date of the first Notice to Proceed (NTP) for a Job Order under the contract or expenditure of the Six Million Dollars (\$6,000,000) maximum potential value of the contract, whichever occurs first.

1.2.3 Liquidated Damages. The JOC includes provisions: (1) permitting the County to assess liquidated damages to the Contractor as follows:

- \$50 per day for Job Orders less than \$10,000
- \$250 per day for Job Orders \$10,000 to \$100,000
- \$500 per day for Job Orders over \$100,000

Damages shall be assessed for each Day that the Work is not Substantially Complete by Contractor after the expiration of the Job Order Time established for each Job Order; and (2) for payment by County to Contractor of liquidated damages to Contractor of the same fees stated in this section, per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Job Order Time and Job Order Amount.

1.2.4 County Furnished Materials or Equipment. County reserves the right to elect to furnish County Furnished Materials or Equipment for incorporation by Contractor as part of the Work associated with any Job Order issued. Pursuant to an assignment of one or more County Materials Contract(s) in accordance with Section 2.5 of the General Conditions any such materials provided by any separate County Materials Contract(s) will be made available for review by the Job Order Contractor prior to approval of such a Job Order. The Contractor will be solely responsible to familiarize itself prior to submission of a Job Order Proposal incorporating County Furnished Materials or Equipment with the terms and conditions of such

County Materials Contract(s). County shall notify the Contractor prior to approval of such a Job Order if the County elects to assign any of such County Materials Contracts to Contractor for incorporation by the Contractor of the County Furnished Materials or Equipment as part of the Work.

1.2.5 Licensing. The Bidder to whom the JOC for the Work is Awarded by the County is required, both at the time of the Bid Closing Deadline and at the time of Award, to: (1) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): B-General Building); and (2) hold, or designate in the Designation of Subcontractors for each Job Order a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the work to be identified in the Detailed Scope of Work for each Job Order.

1.2.6 No Warranty by County. Bidders are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, criteria, surveys, reports, test data, recommendations, opinions, and other information provided by County relating to the Site, Work or Project (including, without limitation, all information contained in any Reference Documents) and nothing stated in the Bidding Documents, Contract Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 THE BIDDER BY SUBMITTING ITS BID REPRESENTS THAT:

2.1.1 Bidding Documents. The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding Documents (including, without limitation, the Drawings, Specifications and Reference Documents identified in the Bidding Documents), and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination and violations of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents.

2.1.2 Site Information. In order to fully acquaint itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Contractor's ability to complete the Work associated with each Job Order for the amount of its Proposal and within the time period(s) for construction required by the Job Order Documents, the Contractor will carefully and thoroughly inspect: (1) the Site and its surroundings; (2) all Existing Improvements on the Site and their existing uses by the County, its invitees and the public; (3) routes of ingress and egress to and from the Site; (4) local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment); (5) the status of construction, if any, that is in-progress at the Site; and (6) all reports, data, as-built drawings and other information (including, without limitation, the Reference Documents identified in the scope definition documents associated with each Job Order) concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and lines) above and below the surface of the ground and in Existing Improvements that have been made available by the County to the Contractor or that are disclosed by public records of the County of Riverside or the City in which the Project is located, and has correlated its observations with the requirements of the Bidding Documents and all documents associated with each Job Order.

2.1.3 Bid Compliance. The Bid and other Bid Submittals are in compliance with the Bidding Documents.

2.1.4 No Exceptions. The Bid is based upon the materials, equipment, systems and other work required by the Bidding Documents, without any exception, exclusion or qualification.

2.1.5 Legal Status. If the Bidder is a corporation, or if one or more of the partners or joint venturers of the Bidder (where the Bidder is a partnership or joint venture) is a corporation, such

corporation(s) is(are) duly incorporated, authorized to do business and in good standing under the laws of the State of California.

2.1.6 Licensing. Bidder currently holds and, if and when an Award is made to Bidder, Bidder will hold at the time of Award, a license, active and in good standing, issued by the Contractors State License Board for the State of California authorizing the Bidder to contract to perform work in the requisite license classification(s) stated in the Notice Inviting Bids and/or in these Instructions to Bidders.

2.1.7 Due Authorization. The person or persons signing the Bid and other Bid Submittals on behalf of the Bidder are authorized to do so on behalf of the Bidder.

2.1.8 Balanced Bid. Adjustment Factors of the Bid that are provided by the Bidder are balanced, reflecting in each Adjustment Factor line item category of Work a reasonable estimate of the Bidder's cost commitments to perform that category of Work in full accordance with all costs included in the Adjustment Factors and Unit Prices as described in the Contract Documents, especially the Construction Task Catalog (CTC).

2.1.9 Labor Compliance. The Bid includes sufficient funds to enable Bidder to comply with, and Bidder will comply with, all of the applicable provisions of the California Labor Code, including, without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices.

2.2 MISREPRESENTATION BY BIDDER

The County may determine as unresponsive any Bid in which any statement or representation made or incorporated by reference in the Bid, including any Bid Submittal comprising the Bid, is false, incorrect or materially incomplete and misleading.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Availability. Copies of Bidding Documents will be available, on and after **April 30, 2024**, and up to forty-eight (48) hours prior to the Bid Closing Deadline, for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, Mission Reprographics, 2050 E. La Cadena, Suite L, Riverside CA, 92507, (951) 686-8828 Attention: Gary Schwalbe. At the time of such pick-up or request for mailing, a non-refundable fee of twenty-five dollars (\$25) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed in person any time at: missionreproplanroom.com.

Bidders may retain their copies of Bidding Documents.

3.1.2 Sub-Bidders. Unless otherwise stated in the Notice Inviting Bids, the County assumes no obligation to distribute Bidding Documents directly to Sub-Bidders.

3.1.3 Complete Sets. The Bidder shall use complete sets of Bidding Documents in preparing its Bid. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 No License. No license to Bidder is intended or conferred by the County's issuance to Bidders of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Examination by Bidder. The Bidder shall, with reasonable care and diligence in its capacity as a contractor and not a design professional, carefully and thoroughly examine the Bidding

Documents and prior to the Bid Closing Deadline report to the County in writing by means of a request for clarification provided in accordance with Paragraph 3.2.3, below, any information contained in the Bidding Documents constituting an error, conflict, ambiguity, lack of coordination or violation of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents. Failure by the Bidder to do so shall not relieve the Bidder from its representations set forth in these Instructions to Bidders nor serve as the basis for any claim by the Bidder that it was mistaken or misled in connection with the preparation of its Bid or its planning for construction of the Work.

3.2.2 Pre-Bid Conference. A combined, mandatory Pre-Bid Conference will be conducted on **Thursday, May 9, 2024, for both JOC No. 20 General and Trade Contractors** commencing promptly at 2:00 p.m., (Pacific Time) via Microsoft (MS) Teams. Bidders are to pre-register for the MS Teams conference by **May 8, 2024** before 1:00 p.m. to receive an invitation by submitting an email at schow@Rivco.org. Attendance at the mandatory Pre-Bid Conference by Pre-Qualified Bidders is required as a condition of bidding. Sign language services are available for the Pre-Bid Conference upon written request received by email at schow@Rivco.org at least five (5) business days prior to the day of the Pre-Bid Conference. Regardless of whether the Pre-Bid Conference is described in the Bidding Documents as mandatory or optional, Bidder shall be deemed charged with knowledge of all facts, circumstances and other information that were apparent, available or provided to Bidders at the Pre-Bid Conference, including, without limitation, any and all of the physical conditions of the land, the general types of facilities owned and operated by the County, the general practices the County uses to initiate projects, and especially the performance requirements on the Contractor described in the Contract Documents which were available for inspection or review by the Bidders attending the Pre-Bid Conference.

3.2.3 Requests for Clarification. If the Bidder requires clarification or interpretation of the Bidding Documents, it shall make a written request to County by a request for clarification. All requests for clarification of the Bidding Documents must be submitted, in writing, between the hours of 7:30 a.m. and 5:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the fifth (5th) Day prior to Bid Closing Deadline, by hand delivery, mail, or email to the following: 3450 14th Street, Suite 200, Riverside, CA 92501; or schow@Rivco.org. No response will be made to requests for clarification received after that time.

3.2.4 Addenda. Interpretations, corrections and changes of the Bidding Documents will be made by Addenda. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding and the Bidder shall not rely upon them.

3.2.5 Communications. The Bidder shall not, at any time during the bidding process following advertisement of the Notice Inviting Bids and prior to issuance of the Notice of Intent to Award, communicate with the County, Architect, County Consultants or any employee or representative of any of them, concerning the Project except by means of a written requests for clarification submitted by Bidder in accordance with Paragraph 3.2.3, above.

3.3 SUBSTITUTIONS

3.3.1 Requests for Substitutions. The Contractor shall make requests for Substitutions that may be associated with any Job Order issued under the Contract on the County's Request for Substitution form included in the Bidding Documents. Such requests shall comply with the requirements set forth in the Form itself, the Plans and Specifications and General Conditions. Without limitation to the other requirements of the Request for Substitution form, requests for Substitutions shall include: (1) a description of the material, equipment or other work that is to be replaced or eliminated by the Substitution; (2) a description of any other changes to the Work under the Job Order, Existing Improvements, the Site or the work of Separate Contractors that would be necessary if the proposed Substitution were incorporated as part of the Work under the Job Order; (3) a statement that the Contractor accepts responsibility for the inclusion in its Job Order Proposal of all of the costs of implementing the Substitution, including, without limitation, the costs of any related changes to the Work of the Job Order, Existing Improvements, the Site or the work of Separate Contractors; (4) all drawings, performance and test data and other information

necessary for an evaluation of the Substitution by the County, Architect and County Consultants; and (5) a statement that the Contractor understands and agrees that if the Substitution is not approved and the Contractor submits a Job Order Proposal, Contractor will provide the Work as specified in the Job Order Documents without such Substitution. The burden of proof of the merit of a proposed Substitution is entirely upon the Contractor requesting the Substitution.

3.3.2 Deadline for Submission Request for Substitution. Any completed Request for Substitution form the Contractor wishes to have considered by County must be submitted in writing, up to, including and no later than the seventh (7th) Day prior to the time set for submitting the Job Order Proposal to County in documents associated with each Job Order, by hand delivery, or mail to the following: Facilities Management, 3450 14th Street, Suite 200, Riverside, CA 92501; or Phone: (951) 955-6619; or schow@Rivco.org. No response will be made to any Requests for Substitution form received after that time.

3.3.3 Review by County. To the maximum extent permitted by Applicable Laws, approval or disapproval of a Substitution proposed by a Contractor is in the sole and absolute discretion of the County. The County's decision to approve or disapprove of a proposed Substitution shall be final and binding.

3.3.4 Standards. In evaluating a Request for Substitution Form submitted by a Contractor, the materials, products and equipment described in the Job Order Documents are generally viewed by the County as establishing the standards for function, dimension, appearance and quality to be met by the requested Substitution.

3.3.5 Performance by Bidder. In the event the Contractor has submitted a Request for Substitution Form and the request for Substitution is denied, by the County and the Contractor thereafter submits a Job Order Proposal and a Job Order is signed and a Notice to Proceed issued, then the Contractor shall execute the Job Order and provide the Work as specified, without such Substitution and at no additional cost or expense to the County.

3.4 ADDENDA

3.4.1 Transmittal. Addenda will be transmitted by County to all prospective Bidders who (1) attended and signed in at the Pre-Bid Conference (if any) or (2) have submitted a written request to County for notice of Addenda at schow@Rivco.org, including in such request the Bidder's name and address for mailing.

3.4.2 Inspection. Copies of Addenda will also be made available for in-person inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Issuance. Without limitation to the County's right to withdraw its request for Bids, Addenda may be issued up to, but not later than, seventy-two (72) hours prior to the Bid Closing Deadline; provided, however, that an Addendum withdrawing the request for Bids or one which postpones the Bid Closing Deadline may be issued at any time prior to the Bid Closing Deadline.

3.4.4 Receipt by Bidder. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Bid Submittal. The costs of performance by Bidder of all items of Work and other obligations contained in all Addenda issued by County shall be deemed included in the amount of the Bidder's Bid. The Bidder shall identify and list in its Bid all Addenda received and included in its Bid. The Bidder's failure to so acknowledge the receipt of all Addenda in its Bid may be asserted by the County as a basis for determining its Bid non-responsive.

**ARTICLE 4
BIDDING PROCEDURES**

4.1 PREPARATION OF BIDS

4.1.1 Bid Form. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded.

4.1.2 Blanks. All blanks on the Bid Form shall be legibly executed in a nonerasable medium.

4.1.3 Figures. Sums shall be expressed in a Bid in figures.

4.1.4 Alterations. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.

4.1.5 Alternative Bids. Alternative Bids will not be accepted unless specifically requested in the Bidding Documents.

4.1.6 Multiple Bids. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the Bid Security, state in its Bid the Bidder's refusal to accept the Award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on or conditions to its Bid Form nor qualify its Bid in any other manner.

4.1.7 Name of Bidder. Each copy of the Bid shall state the legal name of the Bidder and its legal form of business (i.e., sole proprietor, partnership, joint venture or corporation). Bids shall be submitted in the name of Bidder that appears in the Bidder's license issued by the State of California Contractors State License Board for the license classification(s) that the Bidder is required to hold pursuant to the Notice Inviting Bids. Each Bid shall bear the longhand signature and printed name and title of the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 Bid Submittals. Each Bid shall include the following Bid Submittals executed in the manner required by the Bidding Documents:

- .1 Bid Form, in the form specified in the Bidding Documents;
- .2 Bid Security, consisting of either (a) a Bid Bond, in the form specified in the Bidding Documents, or (b) such other form of Bid Security as is permitted by these Instructions to Bidders;
- .3 Bid Security Receipt, in the form specified in the Bidding Documents;
- .4 Non-Collusion Declaration, in the form specified in the Bidding Documents.
- .5 Iran Contracting Act Certification
- .6 Economic Sanctions in Response to Russia's Actions in Ukraine

4.1.9 Modifications by Bidder. Changes or additions to the Bid Form, recapitulations of the Work bid upon, conditions or limitations on the Work to be done, alternative proposals or any other modification of the Bid Form not specifically called for by the Bidding Documents may result in the County's rejection of the Bid as being non-responsive. No oral, telephonic, electronic, facsimile or telegraphic modification of any Bid submitted will be considered.

4.1.10 Designation of Subcontractors. The Contractor shall submit, on the Subcontractor Listing Report form, a list of the proposed Subcontractors and the portion of Work to be done by each

Subcontractor as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq) upon submitting a Job Order Proposal. If the Job Order Work requires the performance of Work for which the Contractor or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Contractor intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Contractor shall, without limitation to any other information that may be required by Applicable Laws, include in the Subcontractor Listing Report the name of such Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

4.1.12 Interested Bidder. No person, partnership, joint venture, corporation or other association of persons or entities submitting a Bid shall be allowed to submit more than one Bid or be interested in a Bid submitted by any other Bidder. A person, partnership, joint venture, corporation or other association of persons or entities that, in the capacity as a Subcontractor to a Bidder, has quoted a bid price to a Bidder is not disqualified from submitting a proposal or quoting prices to other Bidders or making a Bid as a general contractor for the entirety of the Work. For the purpose of this Paragraph, "interested in" means having a managerial or financial interest in another Bidder.

4.1.13 Prequalification. If the County has stated in the Notice Inviting Bids that bidding is limited only to bidders that were prequalified pursuant to a Prequalification conducted by County, and if Bidder was previously prequalified pursuant to that process to submit a Bid for the Project, then in addition to the requirements of the Bidding Documents the Bidder must comply with any additional requirements for bidding that are set forth in the Prequalification Documents, including, without limitation, compliance by Bidder with any continuing responsibilities for disclosure of any changes in ownership, management or financial condition. If the Bidder has been prequalified to submit a Bid for the Project it shall, if requested by County, submit prior to or with its Bid any certification(s) that the County is authorized to request by the terms of the Prequalification Documents governing the Bidder's prequalification.

4.1.14 Applicable Laws. All Bids must be submitted, filed, made and executed in accordance with Applicable Laws relating to bids for contracts of the nature provided for by the Bidding Documents, whether such Applicable Laws are expressly referred to herein or not.

4.1.15 Non-Transferable. A Bid is non-transferable.

4.2 BID SECURITY

4.2.1 Forms of Bid Security. Each Bid shall be accompanied by a Bid Security in the form of (1) cash, (2) a certified or cashier's check made payable to the County or (3) a Bid Bond (using the form of Bid Bond included in the Bidding Documents) issued by an Admitted Surety, in an amount not less than Twenty-Five Thousand Dollars (\$25,000), as a guarantee that the Bidder, if awarded the JOC, will enter into a Contract with the County and furnish the Performance Bond, Payment Bond and other Post-Award Submittals required by the Bidding Documents. Should the Bidder refuse to enter into the JOC or fail to furnish the Performance Bond, Payment Bond or any other Post-Award Submittal, then the Bid Security shall be forfeited to the County in an amount equal to the difference between the amount of Bidder's Bid Amount and the amount for which the County may procure the work from another Bidder plus the costs to the County of redrafting, redrawing and republishing the Bidding Documents.

4.2.2 Retention by County. The County will have the right to retain the Bid Security of any Bidder to whom an Award is being considered until either (1) the JOC has been executed and the Performance Bond, Payment Bonds and other Post-Award Submittals have been furnished, or (2) all Bids have been rejected.

4.2.3 Return by County. Bid Security of an unsuccessful Bidder will be returned no later than sixty (60) Days after the Award by the County. Bid Security of the successful Bidder will be returned upon signing of a Construction Contract by the Bidder and County and submission by Bidder to the County of the

Performance Bond, Payment Bond and other Post-Award Submittals in accordance with the requirements of the Bidding Documents.

4.3 SUBMISSION OF BIDS

4.3.1 Sealed Envelope. All copies of the Bidder's Bid, Bid Security and other Bid Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids and shall be clearly and conspicuously labeled with the Project name, the Bidder's name and address and the identifying name of the Project as set forth in Paragraph 1.2.1, above.

4.3.2 Deposit. Bids shall be hand delivered to, or received by mail at, the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, at any time Monday through Friday (except Holidays) between the hours of 8:00 a.m. to 4:30 p.m. up to the Bid Closing Deadline of **2:00 p.m. on May 22, 2024**. Bids must be received at the designated location prior to the Bid Closing Deadline. Bids, or any Bid Submittal comprising a Bid, that is received after the Bid Closing Deadline will be returned unopened.

4.3.3 Postponement. The County reserves the right to postpone the Bid Closing Deadline by issuance of an Addendum to the Bidding Documents at any time prior to the Bid Closing Deadline.

4.3.4 Timely Receipt. The Bidder assumes full and sole responsibility for timely receipt of its Bid, including its Bid Security and all other Bid Submittals, at the location designated in the Bidding Documents for receipt of Bid.

4.3.5 Delivery Methods. Deposit of Bids shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

4.4 WITHDRAWAL OR RESUBMISSION OF BID

4.4.1 Before Bid Closing Deadline. Prior to the Bid Closing Deadline, a Bid may be withdrawn by notice to the County at the place designated for receipt of Bids stated in the Notice Inviting Bids. Such notice shall be in writing and signed by the Bidder. Partial withdrawal of a Bid or any Bid Submittal is not permitted.

4.4.2 After Bid Closing Deadline. Except as otherwise permitted by these Instructions to Bidders, each Bid shall constitute an offer that shall remain open for a period of sixty (60) Days after the Bid Closing Deadline and during that period of time shall not, without the written consent of the County, be modified, withdrawn or canceled by the Bidder.

4.4.3 Resubmission. Withdrawn Bids may be resubmitted up to the Bid Closing Deadline.

4.4.4 Bid Security. If a Bid is withdrawn and re-submitted, the amount of Bid Security shall be based on the Bid Amount based on the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

All Bids shall be publicly opened and read aloud at the location for receipt of Bids on the Day of the Bid Closing Deadline. Without limitation to the County's right to reject all Bids, if two or more responsive Bids from responsible Bidders are the same and lowest, then the successful Bidder may be chosen by the County.

5.2 REJECTION OF BIDS

5.2.1 Rejection of Bid. Any Bid that is in any way incomplete or irregular is subject to rejection by County.

5.2.2 Rejection of All Bids. The County has the right to reject all Bids, with or without extending the opportunity to any Bidder to re-bid.

5.3 WAIVER OF IRREGULARITIES

The County has the right to waive informalities and irregularities in a Bid received or in the bidding process.

5.4 AWARD

5.4.1 Basis of Award. It is the intent of the County to Award multiple JOC Contracts (JOC 020) to General Contractors and more than one JOC Contract (JOC 020C) to each trade classification C-15, C-20, C-33, and C-39. If awarded, the contract will be awarded to the Lowest Responsive and Responsible Bidder whose proposal complies with the specified requirements for each JOC Contract listed. Bidders may bid on either or both contracts. A separate bid package is required by each contractor wishing to bid each contract. The Lowest Responsive and Responsible Bidder shall be determined sequentially for each JOC Contract in the following naming convention:

JOC 020.1, JOC 020.2, etc.	General Contractors
JOC 020-15.1, JOC 020-15.2, etc.	C-15 Flooring Trade Contractors
JOC 020-20.1, JOC 020-20.2, etc.	C-20 HVAC Trade Contractors
JOC 020-33.1, JOC 020-33.2, etc.	C-33 Painting Trade Contractors
JOC 020-39.1, JOC 020-39.2, etc.	C-39 Roofing Trade Contractors

The basis for award for each JOC contract is the lowest responsive and responsive bidder.

5.4.2 Notice of Award. Within ten (10) Business Days following public opening and reading of Bids, the County will issue a Notice of Intent to Award identifying the name of the Bidder to whom the County intends to Award the JOC. Such notice will be mailed to all Bidders submitting a Bid. The County may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

5.4.3 Bid Protests. Any Bidder submitting a Bid to the County may file a protest of the County's proposed Award of the JOC provided that each and all of the following are complied with:

.1 The bid protest is in writing.

.2 The bid protest is both: (1) filed with and received by the Clerk of the Board at the following address, 4080 Lemon St., 1st Floor, Riverside, CA 92501, not more than five (5) Business Days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.

.3 The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.

.4 Provided that a bid protest is filed in conformity with the foregoing, the Director of Facilities Management, or such individual(s) as may be designated by the Director of Facilities Management in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written

decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director of Facilities Management or his/her designee shall be final, unless overturned by the Board of Supervisors.

ARTICLE 6 POST- AWARD

6.1 POST- AWARD SUBMITTALS

6.1.1 Job Order Contract. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the JOC and return it to the County within ten (10) Business Days after issuance by County to Bidder of the JOC from the County and prior to execution of the JOC by County.

6.1.2 Other Post-Award Submittals. Within the time periods set forth below, the Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Award Submittals, completed and signed in the manner required by the Bidding Documents, to the County of Riverside, Facilities Management, at 3450 14th Street, Suite 200, Riverside, CA 92501, Attn: Serena Chow:

.1 Within ten (10) Business Days after issuance by County to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to County the following:

- (1) Performance Bond and Payment Bond (issued by Surety);
- (2) Evidence of Insurance, in the form specified in the Bidding Documents;
- (3) Workers' Compensation Certificate, in the form specified in the Bidding Documents;
- (4) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified in the Bidding Documents;
- (5) JOC Software license and fee acknowledgement

6.1.3 Failure to Submit. Failure of the successful Bidder to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the JOC and shall be cause for forfeiture of such Bidder's Bid Security.

6.2 BIDDER RESPONSIBILITY

County reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder on any Job Order issued under the JOC, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within five (5) Days of receipt of County's request. Failure to do so may be treated by County as a grounds to reject Bidder's Bid. Failure by the County to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

**ARTICLE 7
PERFORMANCE BOND AND PAYMENT BOND**

7.1 BOND REQUIREMENTS

7.1.1 Performance and Payment Bonds. The successful Bidder will be required to furnish: (1) a Performance Bond in the form included in the Bidding Documents guaranteeing faithful performance of all obligations under the JOC; and (2) a Payment Bond that complies with the requirements of Civil Code Section 9554 in the form included in the Bidding Documents. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of one hundred percent (100%) of the Maximum Potential Value of the Contract. The penal sum shall be increased for Contract Adjustments increasing the Maximum Potential Value of the Contract that are authorized by Change Order or Unilateral Change Orders to the overall JOC.

7.1.2 Cost of Bonds. The cost of Performance Bonds and Payment Bonds shall be deemed included in the amount of a Bidder's Bid.

7.1.3 Surety. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of A:VIII (A:8) or better.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 Submission by Bidder. Within the time period set forth in Subparagraph 6.1.2.1, above, the successful Bidder shall deliver the required Performance Bond and Payment Bond to the County fully executed and issued by the Bidder's Surety(ies).

7.2.2 Execution of Bonds. Notary acknowledgements of the signatures of the Bidder and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond or Payment Bond on behalf of a Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety.

**ARTICLE 8
CONSTRUCTION CONTRACT**

8.1 EXECUTION OF CONTRACT

The successful Bidder shall execute the Construction Contract in the form included in the Bidding Documents.

8.2 BOARD APPROVAL

The Construction Contract shall not be binding upon the County until it has been awarded by the Director of Facilities Management or Board of Supervisors, and executed by the Board Chairman, or designee.

BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Bidder: _____

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Job Order Contract No. 020,

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes; and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Bid pricing amounts as follows:

- A. Adjustment Factors. The Contractor bids adjustment factors that will be applied against the prices set forth in the Construction Task Catalog. These adjustment factors will be used to price out fixed price work orders, also called Job Orders, by multiplying the adjustment factor by the unit prices and quantities.
- B. Base Period (12 months from Notice to Proceed for the first Job Order under the Contract or expenditure of the \$6,000,000 maximum potential value of the contract, whichever occurs first)

ADJUSTMENT FACTORS

WORKING HOURS	Project \$0 and Above
Business Hours 7 AM TO 5 PM Monday-Friday	<div style="display: flex; align-items: center; justify-content: center;"> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> </div> <hr style="width: 80%; margin: 0 auto;"/> (Adjustment Factor 1)
Non-Business Hours and Holidays	<div style="display: flex; align-items: center; justify-content: center;"> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> <input style="width: 30px; height: 30px; margin-right: 5px;" type="text"/> </div> <hr style="width: 80%; margin: 0 auto;"/> (Adjustment Factor 2)

Factor 1 - Unit work requirements to be performed during normal work hours, weekdays 7AM to 5PM, for Projects as ordered by the OWNER in individual job orders against the contract with a value of \$0 and above.

Factor 2 - Unit work requirements to be performed during after normal work hours, weekdays 5PM to 7AM and weekends and holidays for Projects as ordered by the OWNER in individual job orders against the contract with a value of \$0 or more.

Bid for Factor 2 shall not be less than the bid for Factor 1.

Bids must be submitted on all items. Failure to bid on all items shall result in the bid being rejected as non-responsive.

The foregoing Bid Price Amounts are submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

Individual Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Corporation Bidder

Corporate Name
of Bidder: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

Partnership Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

Joint Venture Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business
Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

Project No. JOC No. 020

Bond No. _____

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned _____ (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated _____ 20__, for the following: Job Order Contract No. 020 (“Project”);

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of Twenty Five Thousand Dollars (\$25,000.00), which is equal to the County’s minimum obligation to the Contract , which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

NOW THEREFORE, the Principal and _____ (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Twenty Five Thousand Dollars (\$25,000.00) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

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

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

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

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

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Original Signature)
ATTORNEY-IN-FACT

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

BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of Twenty Five Thousand Dollars (\$25,000.00) which amount is equal to County's minimum obligation to the Contract, as defined in the Instructions to Bidders.

Signature

Print Name of Bidder

Print Name of Signer

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

[Signature of Declarant]

[Printed Name of Person Signing]

[Name of Bidder]

[Office or Title]

IRAN CONTRACTING ACT

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option No. 1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Option No. 2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The Contractor must certify that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website at (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded. For contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.
To comply with this requirement, please insert your Contractor name and Federal ID Number (if available) on the Certification Form on Page XXI, execute by a duly authorized representative for the contractor and return with the bid proposal.

**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE
(Bidders)**

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Project No. JOC No. 020

Bond No. _____

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

JOC No. 020 (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Six Million Dollars (\$6,000,000), this amount being not less than one hundred percent (100%) of the Maximum Potential Value and possible total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix Corporate Seal

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

Project No. JOC No. 020

Bond No. _____

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the governing board (“Board”) of the County of Riverside, (“County”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

JOC No. 020 (Project Name)

(“Contract”) which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Six Million Dollars (\$6,000,000), this amount being not less than one hundred percent (100%) of the Maximum Potential Value and possible total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal’s

performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary’s Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached

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

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure 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 his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision 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 March 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.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California 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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name of Contractor)

By:

(Name of Signer)

(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of _____ (“Contractor”) with authority to make the statements contained in this Declaration on behalf of Contractor, hereby declare the following:

1. The Contractor’s employer identification number for state tax purposes is _____.

2. The Contractor’s workers’ compensation insurance policy number is _____ and the name, address, and telephone number of the insurance carrier providing said insurance is: _____.

3. The following information is provided concerning any and all vehicles that are owned by the Contractor and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Job Order Proposal [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID No.</i>	<i>Vehicle. Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Job Order Proposal [If no such housing will be provided, enter “none”]:

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Job Order, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Contractor's best estimate available at the time of submitting its Job Order Proposal, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Contractor in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Job Order Proposal (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

List of Independent Contractors	Current, local, state and federal contractor license identification number

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Contractor's best estimate available at the time of submitting its Job Order Proposal, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of

independent contractors and the other information requested above is available, it will be reported to the County of Riverside by Contractor in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this _____ day of _____, in the year 20__ at _____, California.

(signature)

Type Name of Signer:

Type Name of Contractor:

SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED. USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

TO: COUNTY OF RIVERSIDE
PROJECT: Job Order Contracting No. 020
PROJECT NO.: _____

Bidder requests Substitution of the following material, product, thing or service:

Specification Section	Article No.
Specified Item	Address
Manufacturer's Name	Model or Catalog Number
Trade Name of Product	Specified Fabricators and Suppliers

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

Respond to each of the following questions, attaching additional sheets if required:

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified?

Yes **No**

If so, attach such certification.

Are maintenance services available?

Yes **No**

If so, describe scope and terms, including any limitations on maintenance services: _____

Are replacements materials, products or things, and all parts thereof, available? **Yes** **No**

Contractor agrees to provide specified item in the event this Substitution Request is denied? **Yes** **No**

Does the Substitution affect dimensions shown On Drawings? **Yes** **No**

If so, clearly describe changes: _____

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution? **Yes** **No**

Would the Substitution, if used, affect any other trades? **Yes** **No**

If so, describe each affect: _____

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents? **Yes** **No**

If so, describe each affect: _____

Are there any differences between Substitution and specified item? **Yes** **No**

If so, describe each difference: _____

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same? **Yes** **No**

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : _____

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section _____ of the Specifications or as required by Governmental Authorities under Applicable Laws.

Contractor

County

By

Reviewed by:

Date

Date

Remarks

Design Consultant

Reviewed by:

SPACE RESERVED FOR COUNTY USE ONLY:

Decision on Substitution Request:

Grant

Deny

EXHIBIT A
JOB ORDER CONTRACTING SYSTEM LICENSE

Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by Owner. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

Contractor

Date

EXHIBIT B
JOC FEE AGREEMENT

The County shall pay Gordian in accordance with the provisions set forth below.

The County shall pay Gordian the fees, in percentage format, for each service listed below, which will be charged to the County based upon the value of each individual JOC Job Order only as the project job orders are awarded.

In consideration for the Gordian JOC Consultant Services for Base Services, including a license to the proprietary information as set forth in the JOC Information Management System (IMS) License of Attachment A, the County shall pay Gordian, Tier 1 - Base Service Fee set forth below:

- Tier 1 - Base Service Fee: 1.95% of the value of each JOC Job Order through the JOC Program and Services.
- Option Fee - Price Proposal Review: 1% in addition to the Base Service Fee of 1.95% of the value of each JOC Job Order for which the County requests price proposal review.

In consideration for Tier 2 - Enhanced Services, the County shall pay the following fee in addition to the Base Service Fee, excluding the 1% Option Fee, set forth above:

- Tier 2 - Enhanced Service Fee: 3.05% of the value of each JOC Job Order for which the County requests Enhanced Services.

In consideration for Tier 3 - Project Management Services, the County shall pay the following fee in addition to Tiers 1 and 2 set forth above, excluding the 1% Option Fee, set forth above:

- Tier 3 – Project Management Fee: 5.95% of the value of each JOC Job Order for which the County requests project management services.

Tiers 1 and 2 are payable when the work is ordered from the JOC Contractor and the construction of the project has begun. The Option of Price Proposal Review Fee of 1% is payable upon the issuance of the Job Order from the County. Tier 3 - Project Management Fee is payable when construction of the Job Order has been completed and accepted by the County as complete, except at the election of Gordian Job Orders requiring more than sixty (60) days to complete, may be invoiced monthly on a percentage of completion basis.

Contractor License Fee

(Commences on Page 40)

Contractor License Fee

In addition to the fees set forth above, Gordian will charge each JOC Contractor a Contractor License Fee of one percent (1.00%) of the value of each JOC Job Order or similar purchasing document issued to the JOC contractor by the County. The Contractor License Fee is assessed to the JOC Contractor in return for their access to our proprietary construction data and JOC applications, and Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC Contractor when a JOC Job Order is issued by the County.

Contractor

Date