Section 3

BID DOCUMENTS

PROJECT DESCRIPTION

The Project includes, but is not limited to, the following:

- Grading and reshaping of the existing site to comply with the Water Quality Management Plan for Rancho Jurupa Park, per the plans and specifications. This may include construction of amenities such as culverts, filtering systems, etc.
- Construction of hardscape, planting, and irrigation improvements.
- Construction of a new rock climbing boulder and natural playground.
- Planting and irrigation improvements.
- Construction of a new disk golf feature.
- Construction of up to six (6) new rental cabins.
- Construction of a new storage building with limited office space.
- Construction of prefabricated shade structure.
- Construction of double bay trash enclosure.

| R | ID | F | n | P | М |
|---|-----|---|----------|----|-----|
| 0 | ıv. | | u | г. | IVI |

| | DATE: | - |
|-------|--|---|
| TO: | Riverside County Regional Park and Open-Space District | |
| BIDDI | ER: Environmental Corest Ouc | |
| | (Full Legal Business Name) | |

The undersigned bidder, having carefully examined the site and the Contract Documents for the construction of the Rancho Jurupa Park Phase 3 Improvement Project, hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, bidder agrees:

- A. If this bid is accepted, the bidder will enter into a written contract with the District.
- B. Bidder shall enter into such contract and accept the price shown in this Bid Form as full and complete payment for the work done.
- C. Any sub-tier contract signed by the bidder and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the bidder and the District.
- D. To execute the Agreement and deliver the full executed Performance Bond, Payment Bond and insurance certificates within ten (10) days after the Bidder is notified of award the Contract.
- E. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.
- F. Submit to the District such additional information as the District may require to determine whether its bid is the lowest responsive/responsible bid submitted, or such additional information which the District may require to determine if the bidder can properly do the work.
- G. The statements made in this bid are made under penalty of perjury.
- H. Price includes all labor, materials, mobilization, historical salvage, protection and restoration of historic features, seismic stabilization, drainage composite, concrete rehabilitation, masonry, carpentry, anchorage work, waterproofing, metal, sealant, wood windows, painting, equipment, transportation, tools, appurtenances, supervision and clean up for full compensation of the work. The bidder shall include in the prices for the stated bid items all work required by the Contract Documents.
- I. Amounts are to be shown in both words and figures (where indicated). In the event of any discrepancy, the amount shown in words will take precedence.
- J. Unit prices shall represent a true unit price for such item, which will be used for changes in the work during construction.
- K. All bids received by the District are good for ninety (90) days from the date of receipt.

A. BID ITEMS

Provide base bid scope in accordance with the Contract Documents for the Phase 3 Improvement s at Rancho Jurupa Park for the lump sum price indicated below:

<u>BASE BID First Period of Performance</u> - Provide all of the following in accordance with the Contract Documents:

| | BASE BID BREAKDOWN | |
|---------|---|--|
| NO. | BID ITEM (Written in Words) | ITEM TOTAL (Lump Sum in Figures) |
| First F | Period of Performance: | |
| 1 | Schedule of Values (SOV): | 250 |
| 2 | Construction Schedule (CS): | 500 |
| 3 | Long Lead Items Schedule (LLS): | 250 |
| 4 | Technical submittals: | 1000 |
| | First Period of Performance Sub-total items 1 thru 4: | 2000 FS |
| | | (In Figures) |

BASE BID Second Period of Performance - Provide all of the following in accordance with the Contract Documents:

| Contrac | Documents. | 1 | | ī | | ı |
|-------------|---|------------|--------------|-------------|-------|--|
| ITEM NO. | BID ITEM (Written in Words) | UNI T | | UNIT PRICE | | ITEM TOTAL (Lump Sum in Figures) |
| 1, | Mobilization (including bonds and insurance): | L.S. | \$ | | \$ | 10,000 |
| | | • | (In Figures) | | | |
| | Tex thousand | | | | | |
| | | (In Wo | ords | 3) | | |
| 2. | De-Mobilization and Clean Up: | L.S. | \$ | | \$ | 2000 |
| | | | - | | | (In Figures) |
| | TWO Thousand | | | | | * |
| | | (In Wo | ords | 3) | | |
| 3. | WQMP Compliance: | | | | | 20100 |
| | Grade and reshape existing park to | | | | | 201557 |
| | comply with WQMP – furnish | | | | | |
| | additional items, such as drains and | | | | | |
| | filters, as specified in the plans and | | _ | | _ | |
| | specifications: | L.S. | \$ | | \$ | |
| | | | | | | (In Figures) |
| | Two Henders alle Thousan | FRE | Ы | undred FIGT | y & | the L |
| | | In Word | ls) | | | |
| 4. | Construction of a Rock Climbing | | | | | 244, 100 |
| | Boulder and Natural Playground: | | | | | |
| | Construct rock climbing boulders and | | | | | |
| | natural playground feature per the | L.S. | \$ | | \$ | |
| | plans and specifications: | | | | | |
| | | pr = 50.00 | | | 0 1 0 | (In Figures) |
| | Two Harbered Fourty FODR | | | Ore Hon | and | <u> </u> |
| | (In Words) | | | | | |

| 5. | Construction of Disk Golf Pads: Construct a disk golf concrete pads, per the plans and specifications: | L.S. | \$ | \$ | 2,200 |
|----|--|-----------|--------|----------------------|---|
| | two theusian | | | · | (In Figures) |
| | | | | | 1 , 0 , |
| | | (In W | ords | s) | |
| 6. | Construction of Hardscape, Planting, and Irrigation Improvements: Construct sidewalks, mow curbs, planting, irrigation per plans and specifications: | L.S. | \$ | \$ | 374, 100 |
| | | | | | (In Figures) |
| | | | | | |
| | | (In Wo | ords | <u> </u> | T |
| 7. | All Site Utility Improvements: Furnish and install all new electrical, sewer, water, phone, etc. lines per plans and specifications: | L.S. | \$ | \$ | 141,88 |
| | | | | | (In Figures) |
| | | | | | |
| | Second Period of Performa | nce Su | b-to | otal items 1 thru 7: | 1.110 |
| | | | | | (In Figures) |
| | | | | | |
| | Sub-Total First and Second Period | ds of Po | erfo | rmance Sub-total: | |
| | | | | | (In Figures) |
| | | // >5.5.5 | | | |
| | | (In W | ords | | 1 4 8 00 6 |
| | | | | 5% Contingency | |
| | | | | | (In Figures) |
| | | In Word | 101 | | ======================================= |
| | Total First and Second Peri | | | formance plue 5% | |
| | | | | SE BID AMOUNT: | 1,026,638 |
| | | | | | (In Figures) |
| | | /In \A/ | 0 kg - | | |
| | (In Words) | | | | |

| s an additional sheet attached | d and a part of this Bid Form? | ' Yes | _No |
|--------------------------------|--------------------------------|-------|-----|
|--------------------------------|--------------------------------|-------|-----|

Notes on Base Bid Breakdown:

NOTE: Lowest responsive/responsible bidder will be based on the Base Bid and additive alternates #1 through #8 amounts, only. Once lowest responsive/responsible bidder is determined and approved, District will determine which, if any, additive alternates will be accepted and included in the Agreement.

- 1. Do not place figures in the cells that are shaded. If figures are placed in the cells that are shaded bid will be found to be non-responsive and will be rejected.
- 2. 'Second Period of Performance Sub-total" MUST INCLUDE COSTS OF ITEMS PLACED ON ADDITIONAL SHEET if one is attached.
- 3. "Grand Total of First and Second Periods of Performance Base Bid Amount" must include <u>all</u> base bid costs, including items placed on additional sheet, if any.
- 4. Additive Alternates: The budget for additive alternates is limited due to funding requirements. As such, the District reserves the right to award only some, or all, of the items listed in the Bid Form. Unless otherwise specified, the basis for the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all items listed in the Bid Form. The District reserves the right to reject all bids received.
- 5. Bid line items shown above will serve as a starting point for SOV. SOV will be broken down into much greater detail and the amounts assigned to each SOV line item will be negotiated between the Contractor, the PM and the District. The only line item amount that may not change on the SOV will be the "Grand Total of 1st and 2nd Periods of Performance Base Bid Amount".
- 6. Low bid will be based on a comparison of all bidder's "Grand Total of 1st and 2nd Periods of Performance Base Bid Amount".

<u>ADDITIVE ALTERNATE BID ITEMS</u> - Provide all of the following in accordance with the Contract Documents:

| NO. | BID ITEM (Written in Words) | UNIT | | UNIT PRICE | | (Lump Sum in Figures) | |
|-----|--|--------|------|---|----|-----------------------|--|
| 1A. | Construction of Six (6) New Rental Cabins: Construct six new rental cabins, provide all foundations and utility hookups according to plans and specifications: | L.S. | \$ | | \$ | 423,412.56 | |
| | | | | | | (In Figures) | |
| | | /1 10/ | | | | | |
| | | (In Wo | ords |) | | | |
| 1B. | Construction of One (1) New Standard Rental Cabin: | L.S. | \$ | | \$ | | |
| | | | | (In Figures) | | | |
| | | | | | | | |
| | | (In Wo | ords | | | | |
| 1C. | Construction of One (1) New ADA Accessible Rental Cabin: | L.S. | \$ | | \$ | | |
| | | | | (In Figures) | - | | |
| | | | | (· · · · · · · · · · · · · · · · · · · | | | |
| | Additive Bid item #1 Sub-total: 559, 767.60 | | | | | | |
| | | | | | | (In Figures) | |
| | | (In W/ | orde | | | | |
| | (In Words) | | | | | | |

| 2. | Construction of a New Prefabricated Shade Structure: Construct a new Shade Structure over existing mechanical equipment enclosure. | L.S. | \$ | | \$ | 30,822 |
|----|--|---------|------|-----------------|-----|---------------------------|
| | | | | | | (In Figures) |
| | | | | | | |
| | | (In Wo | ords |) | | |
| | | | | | | |
| | Ac | Iditive | Bid | item #2 Sub-tot | al: | 30 822 |
| | | | | | | (In ⁽ Figures) |
| | | | | | | |
| | (In Words) | | | | | |

| 3. | Construction of a New Double Bay Trash Enclosure: | L.S. | \$ | \$ | 20,005 |
|----|---|---------|-----------|---------------------|--------------|
| | Construct a new trash enclosure | | | | l C |
| | according to the plans and | | | | |
| | specifications: | | | | |
| | | | | | (In Figures) |
| | | (In W | ords) | | |
| | Ad | lditive | Bid item | #3 Sub-total: | |
| | | | | | (In Figures) |
| | | | | | |
| | | (In W | ords) | | |
| | | | | | |
| 4. | Construction of a New | L.S. | \$ | \$ | |
| | Prefabricated Storage Building: | | | | 140 236 |
| | Construct a new storage building | | | | 140,236 |
| | with small office per plans and | | 1 | | |
| | specifications. | | | | |
| | | | | | (In Figures) |
| | (In Words) | | | | |
| | Ac | | | #4 Sub-total: | |
| | | | | | (In Figures) |
| | (In Words) | | | | |
| | | (III VV | Old3) | | |
| 5. | Construction of a Additional | L.S. | \$ | \$ | |
| | Trees, Irrigation, and Non-Irrigated | | | | 25.767 |
| | Hydroseed: | | | | 85,767 |
| | Construct a new trees, irrigation, and | | | | |
| | non-irrigated hydroseed per plans | | | | |
| | and specifications. | | | | |
| | | | -10 | | (In Figures) |
| | | | | | |
| | | (In W | | | <u> </u> |
| | Additive Bid item #5 Sub-total: | | | | |
| | Ac | Juilive | Did itell | I II O GUID TOTULIT | |
| | Ac | untive | Did itell | The Gas total | (In Figures) |

| 6. | Construction of a New Stabilized Decomposed Granite Trail, Concrete Crosswalk, and concrete pedestrian bridge. | L.S. | \$ | \$ | 42, 185 |
|----|--|---------|------|--------------------|----------------|
| | Construct a new stabilized | | | | |
| | decomposed granite trail, crosswalk, | | | | |
| | and pedestrian bridge per plans and | | | | |
| | specifications. | | | | |
| | specifications. | | | | (In Figures) |
| | | | | | (III i igures) |
| | | (In Wo | ords | :) | |
| | Δα | | | item #6 Sub-total: | |
| | A | ditivo | Dia | tem #0 dab total. | (In Figures) |
| | | | | | (III rigaroo) |
| | | (In W | ords | s) | |
| | | 4 | 0101 | | |
| | | | | | |
| 7. | Construction of New Fire Ring: | L.S. | \$ | \$ | 10 120 |
| | Construction of new fire ring per | | | | 19,624 |
| | plans and specifications. | | | | |
| | | | | | (In Figures) |
| | | | | | |
| | | (In Wo | ords | s) | |
| | Ac | ditive | Bid | item #7 Sub-total: | |
| | | | | | (In Figures) |
| | | | | | |
| | | (In W | ord | s) | |
| | | | | | |
| 8. | Delete Arg Installation of Sod: | L.S. | \$ | \$ | 11.00 |
| | Installation of Sod per plans and | | | | 14 600 |
| | specifications. | | | | |
| | | | | | (In Figures) |
| | | | | | |
| | | (In We | ords | 3) | |
| | | | | | |
| | Ac | ditive | Bid | item #8 Sub-total: | |
| | | | | | (In Figures) |
| | | | | | |
| | | (In \// | orde | c) | |

ADDITIVE ALTERNATE BID (TOTAL AMOUNT OF ALL ADDITIVE BID ITEMS 1 through 13):

| BID ITEM | ITEM TOTAL | |
|--|-----------------------|--------|
| (Written in Words) | (Lump Sum in Figures) | |
| Additive Bid item #1 Sub-total: | 423,41250 | |
| Additive Bid item #2 Sub-total: | 552, 767.00 | 30 822 |
| Additive Bid item #3 Sub-total: | 20,005 | |
| Additive Bid item #4 Sub-total: | 146,263 | |
| Additive Bid item #5 Sub-total: | 35,767,20 | |
| Additive Bid item #6 Sub-total: | 42.115 | |
| Additive Bid item #7 Sub-total: | 19,624 | |
| Additive Bid item #8 Sub-total: | 14,600 | |
| Total of Additive Alternates 1 thru 8: | m - 1 / 2 - | |
| Elly Handred SIXY Two Thousand | (In Figures) | |
| time hundred thatty 3x | | |
| (In Words) | | |

GRAND TOTAL ALL BID ITEMS

| BID ITEM (Written in Words) | ITEM TOTAL (Lump Sum in Figures) |
|---|-------------------------------------|
| Base Bid including 5% Contingency: | |
| Additive Bid items 1 thru 8: | |
| | |
| Grand Total of Base Bid and Additive Bid items \$ | 11889,707 |
| OHIE MIKLION ERGY ENOUNDED TICH WHOTE | (In Figures) |
| Thousand seven would seven | |
| (In Words) | |

2. DESIGNATION OF SUBCONTRACTORS

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of $\frac{1}{2}$ of 1% of the total bid. Additional information requested by District must be provided by bidder.

| PORTION OF THE WORK | SUBCONTRACTOR NAME <u>AND</u> LICENSE NUMBER | ADDDRESS | PHONE FAX |
|-------------------------|--|----------------------------------|-----------------------|
| Pre Phap | Poblic Restroom Company | 9390 Gisternay De | Ph: 688-888-2060 |
| Bilding | 822966 | RENO, MANAJA 1401 BASELike KD | Fax:888-888-1448 |
| Recitent the | ROBERTSON INCUSTRES. | | Ph: 602-340-8873 |
| Selfecther | | Philix, AZ. 7938 PAIM AUZ. | Fax: 602 340-0402 |
| motoriox C | MA Kensie Eletric | 793PAIM Ave. | Ph: 909 862-9906 |
| Selfectives Medition 6 | 664395. | Lings & Mish Auc | Fax: 909 - 862 - 9907 |
| VARTICICAL | Sankock | | Ph: 520-571-1999 |
| Rockworth. | 796919 | TUSUM, MZ | Fax: 520 571-1888 |
| | | / | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |

Note: If additional space is needed attach a separate sheet.

3. CONSTRUCTION LITIGATION

Contractor will attach a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.

4. ADDENDA

| Bidder acknowledges receipt of the following addenda: |
|---|
| 1, 2,3 |
| |

5. SITE INSPECTION

| | . | |
|---------|--|--|
| | Demail Misula | |
| MAN/II. | UE MONITURE TO THE TOTAL TO THE TOTAL TOTAL TO THE TOTAL TOT | |

| INAIVIE. | Library 1000s | |
|----------|--------------------------|--|
| TITI F | Project Engineer | |
| | - 17 COTROL CITY CONTROL | |

| | • | | | | |
|---------------------|-------|------|-----|---------|--|
| DATE OF INSPECTION: | may 6 | 2010 | _ \ | torwalk | |
| , | O | | | | |

6. PROJECTS OF SIMILAR NATURE

Person who inspected the site on behalf of the bidder:

List five (5) projects of similar nature completed by bidder. Listing is to provide references with current address and telephone number. Attach additional page if needed.

| PROJECT NAME | PROJECT ADDRESS | DEPARTMENTS NAME | DEPARTMENTS PHONE/FAX | |
|------------------------------|---------------------|---------------------|-----------------------------------|---------------------|
| Los Rios Host Improvement | Capisteano 3.0M | PW | Ph (949) 6353. Fax: | TAN |
| Socce-Park | manhateau Beach | 7~ | Ph: (3(b)) 802 5357 Fax: | Ish Mediano |
| Suca more Park | Diamona BAL 1.4M | Pu | Ph: 6297072 Fax: | 0 |
| new Community PORK | Chino | Rw | Ph: 95 181905 8 Fax: | Berning |
| Trancos | malitre | Pu | Ph: 30 4562469 Fax: | Azdhur Aladjajia |

| 6. | LICENSE Bidder currently has the following license(s): | | |
|------------|--|-----------------------------------|--|
| | License Class: Q30 | 0.25.35.5.1 | |
| | · · | Additional Classification(s) | |
| _ | | | |
| 7 . | BIDDER DATA: | | |
| | Full legal name of firm: | Environmental Crust Ouc | |
| | Name under which firm does business: | Environmental Const Duc | |
| | Address: | 21550 Oynard St. Ste 1050 | |
| | | Wood Dand Hills, CA 91367 | |
| | Phone: | (818) 449-8920 Fax (818) 703.9073 | |
| | Type of Organization (co | erporation, partnership, etc.): | |
| | | | |
| 8. | BIDDER SIGNATURE | | |
| | | 1. 11.6. | |
| | Signature: | many in | |
| | Name: | Zanid Sonoride | |
| | Title: | thes, Sec, theas | |
| | Date: | | |

BID BOND

| 1. Environmental Construction, Inc. hereafter called Contractor," has submitted its bid to the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, hereafter called "District," for the construction referred to generally as the Rancho Jurupa Park Phase 3 Improvement Project in accordance with a Notice Inviting Bids from the District dated | | | | |
|--|---|--|--|--|
| 2. | Vigilant Insurance Company | hereafter called | | |
| | is the surety of this bond. | , Horberton Sanot | | |
| <u>Agreeme</u> | <u>ent</u> : | | | |
| | Ve, Contractor as principal and Surety bllows: | y as surety, Jointly and separately agree and state as | | |
| 1 | The amount of the obligation of inures to the benefit of the District. | of this bond is 10% of the amount of Contractor's bid and trict. | | |
| 2 | 2. This bond is exonerated by: (1) the District rejecting Contractor's bid; or, (2) if Contractor's bid is accepted, Contractor executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of the District resulting from failure of Contractor to act as agreed to in its bid. | | | |
| 3 | Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which the District may accept the bid and waives notice of any such extension. | | | |
| 4 | This bond is binding upon the host contractor and Surety. | heirs, executors, administrators, successors and assigns | | |
| SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments | | | | |
| | Vigilant Insurance Company | CONTRACTOR Environmental Construction, Inc. | | |
| BY: | Sillan | BY: | | |
| NAME: | Stephanie Pham | NAME: SOROUGE | | |
| TITLE: | Attorney-in-Fact | TITLE: Pres, Sec, Treas | | |
| DATE: | May 12, 2010 | DATE: May 12, 2010 | | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California Cormiy of Los Angeles May 14, 2010 before me, Beverly Parks, Notary Public Farid Soroudi personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ass subscribed to the within instrument and acknowledged to me that ha/sha/thay executed the same in his/hadineir-authorized capacity(iee), and that by his/ner/lineir signature(e) on the instrument the person(e); or the entity upon behalf of BEVERLY PARKS which the person(e) acted, executed the instrument. Commission # 1806841 Notary Public - California Los Angeles County I certify under PENALTY OF PERJURY under the laws My Comm. Expires Jul 19, 2012 of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official se Signature Pleas Notery Seel Above OPTIONAL . Through the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realizahment of this form to another document. Description of Affected Document This or Time of Discussions: Documani Defa: Number of Pages: Signadal Other Tiran Named Above: Capacity(les) Claimed by Signer(a) Signaria Mama: Signer's Name:_ - Individual ☐ Individual ☐ Corporate Officer — Title(s): ☐ Comessão Officar — Title(s): ☐ Pertinar — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Feet Top of thumb here Top of thumb here ☐ Trustee □ Thusise

☐ Guestien or Conservator

Signar la Renessating:

Officer:

☐ Other: __

☐ Guardian or Conservator

Signer le Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| STATE OF CALIFORNIA | 1 |
|--|---|
| County of Orange | |
| On 5/12/10 before me, | Irene Luong, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appeared | Stephanie Pham |
| | Name(s) of Signer(s) |
| IRENE LUONG Commission # 1883838 Notary Public - California Orange County My Comm. Expires Mar 22, 2014 | who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| | Witness my hand and official soal. |
| Place Notary Seal Above | Signature Signature of Notary Public |
| Though the information below is not required by law, and could prevent fraudulent removal and Description of Attached Document | , it may prove valuable to persons relying on the document I reattachment of this form to another document. |
| Title or Type of Document: | |
| Document Date: | Number of Pages: |
| Signer(s) Other Than Named Above: | |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: _Stephanie Pham Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing: | ☐ Partner — ☐ Limited ☐ General |



Chubb Surety

POWER **OF ATTORNEY** Federal Insurance Company Vigilant Insurance Company **Pacific Indemnity Company**

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Shawn Blume, Eric Lowey, Stephanie Pham and Mark Richardson of Costa Mesa, California---

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested

these presents and affixed their corporate seals on this 15th day of January, 2010.

STATE OF NEW JERSEY

88

County of Somerset

On this 15th day of January, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which On this executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B, Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No 2316685 Gammission Expires July 16, 2014 CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or cartificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C, Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- the foregoing extract of the By- Laws of the Companies is true and correct,
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foragoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this May 12, 2010.







in It Chen

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656

e-mail: surety@chubb.com

BID BOND

| DISTRICT, Jurupa Par | hereafter called "District," for t | hereafter called Contractor," COUNTY REGIONAL PARK AND OPEN-SPACE the construction referred to generally as the Rancho ct in accordance with a Notice Inviting Bids from the |
|-------------------------|---|--|
| 2. | he surety of this bond. | , hereafter called |
| Agreement: | the surety of this bolid, | |
| | Contractor as principal and Surety | as surety, jointly and separately agree and state as |
| 1, | The amount of the obligation of inures to the benefit of the Distr | f this bond is 10% of the amount of Contractor's bid and rict. |
| 2. | Contractor's bid is accepted, or required bonds. Otherwise, it re | (1) the District rejecting Contractor's bid; or, (2) if Contractor executes the Agreement and furnishes the remains in full force and effect for the recovery of loss, District resulting from failure of Contractor to act as |
| 3. | Surety, for value received, stipuno way be impaired or affected accept the bid and waives notic | ulates and agrees that its obligations hereunder shall in d by any extension of time within which the District may be of any such extension. |
| 4. | This bond is binding upon the h of Contractor and Surety. | eirs, executors, administrators, successors and assigns |
| SIGNATURE | ES MUST BE NOTARIZED - Atta | ch Acknowledgments |
| | <u>SURETY</u> | CONTRACTOR |
| BY: | | BY: |
| | | NAME: |
| | | TITLE: |
| | in: | DATE: |

AFFIDAVIT FOR INDIVIDUAL CONTRACTORS NON-COLLUSION

| I, | , being first duly sworn, |
|--|---|
| deposes and says: | |
| That he or she is the party making the bide behalf of, any undisclosed person, partnership, conthat the bid is genuine and not collusive or sham; the or solicited any other bidder to put in a false or shall refrain from bidding; that the bidder has not agreement, communication, or conference with any bidder, or to fix any overhead, profit, or cost element to secure any advantage against the Riverside C anyone interested in the proposed contract; that all the bidder has not, directly or indirectly, submitted the contents thereof, or divulged information or data to any person, corporation, partnership, company a member or agent thereof to effectuate a collusive of | hat the bidder has not directly or indirectly induced am bid, and has not directly or indirectly colluded, anyone else to put in a sham bid, or that anyone t in any manner, directly or indirectly, sought by yone to fix the bid price of the bidder or any other not of the bid price, or of that of any other bidder, or county Regional Park and Open-Space District or a statements contained in the bid are true; and that his or her bid price or any breakdown thereof, or a relative thereto, or paid, and will not pay, any fee association, organization, bid depository, or to any |
| BY: | |
| NAME: | |
| TITLE: | |
| DATE: | |
| Subscribed and sworn to before me | |
| this day of | , 20 |
| | |
| | |
| | Signature and atoms of Notory |
| | Signature and stamp of Notary administering oath |

AFFIDAVIT FOR CORPORATE CONTRACTOR NON-COLLUSION

| NON-COLLUSION | |
|---|---|
| deposes and says: | , being first duly sworn, |
| That he or she is President | of |
| Environmental Const. Ouc | |
| a corporation which is the party making the foregoing bid; that the bid is not on behalf of, any undisclosed person, partnership, company, assocorporation; that the bid is genuine and not collusive or sham; that the indirectly induced or solicited any other bidder to put in a false or sham be indirectly colluded, conspired, connived, or agreed with any bidder or any bid, or that anyone shall refrain from bidding; that the bidder has not i indirectly, sought by agreement, communication, or conference with anyone bidder or any other bidder, or to fix any overhead, profit, or cost element or any other bidder, or to secure any advantage against the Riverside County Space District or anyone interested in the proposed contract; that all state are true; and that the bidder has not, directly or indirectly, submitted his breakdown thereof, or the contents thereof, or divulged information or data and will not pay, any fee to any person, corporation, partnership, company bid depository, or to any member or agent thereof to effectuate a collusive of | ociation, organization, or bidder has not directly or bid, and has not directly or yone else to put in a sham in any manner, directly or he to fix the bid price of the of the bid price, or of that of y Regional Park and Open- ments contained in the bid is or her bid price or any ta relative thereto, or paid, y association, organization, |
| BY: | |
| NAME: Sand Sounde | |
| TITLE: Phesident | |
| DATE: May 14, 2010 | |
| Subscribed and sworn to before me | |
| this | nks) |
| BEVERLY PARKS Commission # 1806841 Notary Public - California Los Angeles County My Comm. Expires Jul 19, 2010 | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California County of Los Angeles before me. Beverly Parks, Notary Public bersonally appeared who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are-subscribed to the within instrument and acknowledged to me that ha/eha/they executed the same in his/har/their-atitinorized capacity(iea); and that by his/hor/their-eignature(s) on the **BEVERLY PARKS** instrument the person(e); or the entity upon behalf of Commission # 1806841 which the person(s) acted, executed the instrument. Notary Public - California Los Angeles County I certify under PENALTY OF PERJURY under the laws My Comm. Expires Jul 19, 2012 of the State of California that the foregoing paragraph is true and correct. WITNESS pay-hand and official se Signature_ Piece Stokey Seed Alsove OPTIONAL -Trescepts the information below is not required by law, it may prove valuable to persons relying on the document and could prevent translatent removal and reattachment of this form to another document. Description of Attached Decument This or Trop of Decement: Document Deter Number of Pages: ____ Signade) Other Tissa Hamed Ahove: Canacity(iss) Claimed by Signarici) Signaria Marria: Signer's Name:_ ☐ facilitéses! ☐ Individual ☐ Corporate Officer — Titlefel: ☐ Corporate Officer — Title(s): _ □ Perfore: — □ Limited: □ General! ☐ Partner — ☐ Limited ☐ General LETT THURSDAY Assomative France ☐ Attorney in Fact Top of thumb here Top of thumb here Timeliae ☐ Trustee ☐ Quanties or Conservator ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Comar:

Signar is Representing:

AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR NON-COLLUSION

| l ₁ , | , being first duly sworn |
|--|--|
| deposes and says: | , J |
| That he or she is a member of the joint ve | nture or copartnership firm designated as |
| undisclosed person, partnership, compar genuine and not collusive or sham; that any other bidder to put in a false or sham connived, or agreed with any bidder or ar from bidding; that the bidder has not in communication, or conference with anyor fix any overhead, profit, or cost element any advantage against the Riverside Conterested in the proposed contract; that bidder has not, directly or indirectly, submicontents thereof, or divulged information any person, corporation, partnership, commember or agent thereof to effectuate a commember or agent thereof to effectuate a commember of the state of | he bid is not made in the interest of, or on behalf of, any my, association, organization, or corporation; that the bid is the bidder has not directly or indirectly induced or solicited in bid, and has not directly or indirectly colluded, conspired, myone else to put in a sham bid, or that anyone shall refrain any manner, directly or indirectly, sought by agreement, are to fix the bid price of the bidder or any other bidder, or to secure ounty Regional Park and Open-Space District or anyone all statements contained in the bid are true; and that the nitted his or her bid price or any breakdown thereof, or the or data relative thereto, or paid, and will not pay, any fee to mpany association, organization, bid depository, or to any ollusive or sham bid. |
| who constitute the other members of the jo | pint venture or copartnership. |
| BY: | |
| NAME: | |
| TITLE: | |
| DATE: | |
| Subscribed and sworn to before me | |
| this day of | , 20 |
| | Signature and stamp of Notary |
| | administering oath |

Section 1

NOTICE INVITING BIDS

NOTICE INVITING BIDS

Rancho Jurupa Park Phase 3 Improvement Project

The Riverside County Regional Park and Open-Space District (District) invites sealed bids for the Rancho Jurupa Park Phase 3 Improvement Project (Project). The project site is located at 4800 Crestmore Road, Rubidoux, California.

The Project includes the construction of up to 6 new rental cabins, a new disk-golf course, a new rock-climbing boulder / natural playground, a new cover for an existing mechanical compound, a combination storage building/small office structure, the reshaping and regrading of certain areas of the existing park to comply with the provisions of the Water Quality Management Plan, landscaping and irrigation improvements, and a new trash enclosure, all of which is specified and shown in the Contract Documents.

The First Period of Performance will last for three (3) weeks. During these three weeks, the Contractor will submit, and get approval for, the Schedule of Values (SOV), the Construction Schedule (CS) and the Long Lead Items Schedule (LLS). Contractor will also submit all technical submittals during the First Period of Performance.

The Second Period of Performance will be the construction portion of the contract.

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

Contractors submitting a bid for this project shall have an "A" General Engineering License from the State of California. All subcontractors proposed in this bid must be appropriately and currently licensed by the State of California.

This project requires prevailing wage and certified payroll.

Complete Contract Documents are available at OCB Reprographics (OCB), 4295 Main Street, Riverside, CA 92501, (951) 686-0530, www.ocbinc.com. Contact OCB for your specific order request. Documents are available as hard copies or electronic copies. Contractor is required to specify size and type of documents and to pay for them themselves.

For additional assistance, you may contact:

Steve Lech, Park Planner
Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509
Phone (951) 955-4318, Fax (951) 955-1383, slech@co.riverside.ca.us

DISTRICT'S ESTIMATED PROJECT COST: \$1,000,000

A MANDATORY PRE-BID MEETING SHALL BE HELD ON MAY 6, 2010 at 11:30 A.M. AT RANCHO JURUPA PARK. IF A CONTRACTOR DOES NOT ATTEND THE MANDATORY MEETING OR IF THE CONTRACTOR IS LATE FOR THE MANDATORY MEETING, THEIR BID WILL BE REJECTED.

All questions regarding the documents should be directed to the District in writing.

Bids must be in accordance with the Contract Documents. All bids are due no later than 11:30 AM, MAY 19, 2010, and shall be publicly opened promptly after that time. Bids must be filed with the

Riverside County Regional Park and Open-Space District Rancho Jurupa Park Phase 3 Improvement Project

Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time. Bids sent by fax or email will not be accepted.

Pursuant to Section 1770 and 1773 et seq. of the <u>Labor Code</u> of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder. Wage rates shall be posted at the job site.

A contractor submitting a bid for this project shall have an "A" General Engineering Contractor License or a "B" General Building Contractor License from the State of California. All subcontractors proposed in this bid must be appropriately and currently licensed in the State of California. The licenses must remain current for the duration of the project.

Kecia Harper-Ihem Clerk to the Board of Supervisors

Section 2

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

RANCHO JURUPA PARK PHASE 3 IMPROVEMENT PROJECT

- 1. <u>Form of Bid</u>. The bid must be made on the attached Bid Form, which must be completely filled in, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a 10% Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the District in an amount not less than 10% of the amount bid (including all additive alternates).
- 2. <u>Submission of Bid</u>. The bid must be submitted in a sealed, opaque envelope, marked "Bid Proposal" which clearly identifies the bidder and the project. The Bid Form shall not contain any erasures or interlineations. Failure to comply with this requirement may be cause for the rejection of a bid. Each bid shall be signed with the signature of the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.
- 3. <u>Contract Documents</u>. The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid.
- **4.** <u>License</u>. A contractor submitting a bid for this project shall have an "A" General Engineering Contractor License or a "B" General Building Contractor License from the State of California. All subcontractors proposed in this bid must be appropriately licensed in the State of California. Contractor and subcontractors must have current licenses at the time the bid is submitted and the licenses must remain current for the duration of the project.
- **5.** <u>Interpretation of Documents</u>. Discrepancies, omissions, ambiguities, or requirements likely to cause disputes between the parties or trades, and similar matters, shall be promptly brought to the attention of the District. All interpretations of, or changes to, the Contract Documents shall be in writing only and issued by the District in the form of written addenda. No other interpretations or changes shall be valid or binding.
- 6. Addenda. The District reserves the right to issue addenda to the Contract Documents at any time prior to one hundred twenty (120) hours, or five (5) days, before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued. Each potential bidder shall leave, at the place it obtained the Contract Documents, its name and phone number, fax number, address and email address for the purpose of receiving addenda. It is the Contractor's responsibility to ensure that their contact information is given to OCB (see Notice Inviting Bids for address and phone number) and that the Contractor has received ALL addenda prior to submitting a bid. All addenda will be available through OCB. Addenda shall be emailed or faxed to all plan holders. To be considered, a bid must list <u>all</u> issued addenda.

No questions will be answered by the District within one hundred twenty (120) hours, or five (5) days, prior to the bid opening time.

7. <u>Inspection of Site</u>. Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting its bid, a bidder warrants that it has made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and ability to protect existing surface and subsurface improvements. No claim or allowances for additional time or money will be allowed due to failure to properly inspect the site.

8. Qualifications of Bidders.

- A. No bid will be accepted from a bidder who is not properly licensed under the laws of California or using subcontractors who are not properly licensed under the laws of the State of California. No award will be made to any bidder who cannot give satisfactory assurance to the District of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A bidder may be required to submit additional information regarding work of a similar nature.
- B. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal Departments of the company under a different name or as a subcontractor.
- C. In addition to satisfying the requirements of the Contract Documents, all work and materials shall conform strictly to all requirements of the 2007 Building Standards Administrative Code; Part 1, Title 24, CCR, 2007 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2001 California Amendments; Part 8, Title 24, 2007 California Historical Building Code, Appendix Chapter 1, Seismic Strengthening Provisions, 2001 California Amendments; Part 10, Title 24, 1997 Uniform Code for Building Conservation, 2001 California Amendments; the Standard Specifications for Public Works ("Greenbook") 2009 Edition, County of Riverside Ordinance 457. In the event of a conflict, the stricter requirement shall apply.
- D. All contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended, or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended, and Ineligible Contractors prior to being authorized to participate in this project.
- E. A bid shall be rejected and a bidder shall be disqualified to bid a District project if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the District or the County of Riverside.
- **9.** <u>Disqualification of Bidders</u>. More than one (1) bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal will cause rejection of all bids in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Bids in which the prices obviously are unbalanced may be rejected.
- **10.** Award of Contract. A formal acceptance of a bid and the Agreement by the Board of Directors, at a meeting regularly called and held, constitutes an award of the contract. Thereafter, the District shall mail to the Contractor a Notice of Award of Contract to the address listed by the Contractor on its bid. The Notice shall be deemed received the next Monday, Tuesday, Wednesday or Thursday after mailing which is not a full day holiday as listed in Section 6700 of the California Government Code.
 - A. The District reserves the right to reject any or all bids and to waive defects or irregularities.
 - B. The award of the contact, if it is awarded, will be to the lowest responsive/responsible bidder whose bid complies with the requirements. The award, if made, will be made within one hundred twenty (120) days after the opening of the bids.
 - C. All bids will be compared on the basis of the lowest responsive/responsible lump sum base bid. Award will be based on the lowest responsive/responsible lump sum base bid. The District reserves the right to accept any and/or all alternate bid items.

- 11. Return of Guarantee. Bid bonds or checks from unsuccessful bidders will be returned by mail to the addresses listed in the bids. The bid bond of the successful bidder will not be returned but is exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond would be exonerated.
- **12. Bonds** All bonds submitted by the Contractor for the project shall be issued by a surety admitted to issue such bonds in California which carries a rating of "A" or better in the current issue of Best's Insurance Guide.
- **13.** Contract Time for Project. The Contractor shall commence work within fifteen (15) calendar days of its receipt of the Notice to Proceed and complete construction within one hundred twenty (120) calendar days after its receipt of said Notice.
- 14. <u>Liquidated Damages</u> It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the District and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the District, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of <u>five hundred dollars (\$500.00)</u> per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the District, the District shall deduct the amount thereof from any moneys due or that may become due the vendor under the contract.

CLERK OF THE BOARD OF SUPERVISORS SEALED BID RECEIVED

Bid Dale: 5-19.2010 @ 1130



Did Probosal Rancho Surupa Pazk Prose 3 ImProvement Project

Section 3

BID DOCUMENTS

PROJECT DESCRIPTION

The Project includes, but is not limited to, the following:

- Grading and reshaping of the existing site to comply with the Water Quality Management Plan for Rancho Jurupa Park, per the plans and specifications. This may include construction of amenities such as culverts, filtering systems, etc.
- Construction of hardscape, planting, and irrigation improvements.
- Construction of a new rock climbing boulder and natural playground.
- Planting and irrigation improvements.
- Construction of a new disk golf feature.
- Construction of up to six (6) new rental cabins.
- Construction of a new storage building with limited office space.
- Construction of prefabricated shade structure.
- Construction of double bay trash enclosure.

BID FORM

DATE: May 19, 2010

TO: Riverside County Regional Park and Open-Space District

BIDDER: 4-Con Engineering, Inc.
(Full Legal Business Name)

The undersigned bidder, having carefully examined the site and the Contract Documents for the construction of the **Rancho Jurupa Park Phase 3 Improvement Project,** hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, bidder agrees:

- A. If this bid is accepted, the bidder will enter into a written contract with the District.
- B. Bidder shall enter into such contract and accept the price shown in this Bid Form as full and complete payment for the work done.
- C. Any sub-tier contract signed by the bidder and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the bidder and the District.
- D. To execute the Agreement and deliver the full executed Performance Bond, Payment Bond and insurance certificates within ten (10) days after the Bidder is notified of award the Contract.
- E. Contractor is required to provide a current list of all construction related litigation that their company has been involved in during the last ten (10) years, including work that was performed by the Principal departments of the company under a different name or as a subcontractor.
- F. Submit to the District such additional information as the District may require to determine whether its bid is the lowest responsive/responsible bid submitted, or such additional information which the District may require to determine if the bidder can properly do the work.
- G. The statements made in this bid are made under penalty of perjury.
- H. Price includes all labor, materials, mobilization, historical salvage, protection and restoration of historic features, seismic stabilization, drainage composite, concrete rehabilitation, masonry, carpentry, anchorage work, waterproofing, metal, sealant, wood windows, painting, equipment, transportation, tools, appurtenances, supervision and clean up for full compensation of the work. The bidder shall include in the prices for the stated bid items all work required by the Contract Documents.
- I. Amounts are to be shown in both words and figures (where indicated). In the event of any discrepancy, the amount shown in words will take precedence.
- J. Unit prices shall represent a true unit price for such item, which will be used for changes in the work during construction.
- K. All bids received by the District are good for ninety (90) days from the date of receipt.

A. BID ITEMS

Provide base bid scope in accordance with the Contract Documents for the Phase 3 Improvement s at Rancho Jurupa Park for the lump sum price indicated below:

BASE BID First Period of Performance - Provide all of the following in accordance with the Contract Documents:

| | BASE BID BREAKDOWN | |
|----------|---|--|
| NO. | BID ITEM (Written in Words) | ITEM TOTAL (Lump Sum in Figures) |
| First Pe | riod of Performance: | <u> </u> |
| 1 | Schedule of Values (SOV): | 5,000 |
| 2 | Construction Schedule (CS): | 2,000 |
| 3 | Long Lead Items Schedule (LLS): | 1,000 |
| 4 | Technical submittals: | 5,000 |
| | First Period of Performance Sub-total items 1 thru 4: | 13,000 |
| | | (In Figures) |

BASE BID Second Period of Performance - Provide all of the following in accordance with the Contract Documents:

| NO. | BID ITEM (Written in Words) | UNI T | | UNIT PRICE | | ITEM TOTAL (Lump Sum in Figures) |
|-------------|--|-----------|---------|------------|----|--|
| 1. | Mobilization (including bonds and insurance): | L.S. | \$ | 90,000 | \$ | 90,000 |
| | | | | | | (In Figures) |
| | | /In \// | ordo | X | | |
| 2. | De-Mobilization and Clean Up: | (In Wo | \$ | 25,000 | \$ | 25,000 |
| | | 2.0. | Ψ | -3,500 | ΙΨ | (In Figures) |
| | | | | | | |
| | | (In Wo | ords |) | | |
| 3. | WQMP Compliance: Grade and reshape existing park to comply with WQMP – furnish additional items, such as drains and filters, as specified in the plans and | | | 310,000 | | 3/0,000 |
| | specifications: | L.S. | \$ | | \$ | |
| | | | | | | (In Figures) |
| | | In Word | 101 | | | |
| 4. | Construction of a Rock Climbing | III VVOIC | 18) | | | |
| -4 . | Boulder and Natural Playground: Construct rock climbing boulders and natural playground feature per the plans and specifications: | L.S. | \$ | 225,000 | \$ | 225,000 |
| | | | | | | (In Figures) |
| | | - 5: | | | | |
| | | (In Wo | ords |) | | |

| 5. | Construction of Disk Golf Pads: Construct a disk golf concrete pads, | | | , | | (|
|---------|--|--------------|-------|-------------------|------|------------------------|
| | per the plans and specifications: | L.S. | \$ | 6,300 | \$ | 6,300 |
| | | | | | | (In Figures) |
| | | | | | | |
| | | (In W | ords |) | | - |
| 6. | Construction of Hardscape, Planting, and Irrigation Improvements: Construct sidewalks, mow curbs, planting, irrigation per plans and specifications: | L.S. | \$ | 350,000 | \$ | 750,000 |
| | - speament. | | - | | - | (In Figures) |
| | | | | | | (|
| | | (In W | ords |) | | |
| 7 | All Site Utility Improvements: | | | | | |
| | Furnish and install all new electrical, sewer, water, phone, etc. lines per plans and specifications: | L.S. | \$ | 110,000 | \$ | 110,000 |
| | | | | | | (In Figures) |
| | | | | | | |
| | Second Period of Performa | ince Su | ıb-to | otal items 1 thru | ı 7: | 1,116,300 |
| | | | | | | (În Figures) |
| | | | | | | |
| | Sub-Total First and Second Period | ds of P | erfo | rmance Sub-to | tal: | 1,129,300 |
| | | | | | | (In Figures) |
| | | (In W | lorde | | | |
| | | TILL AA | orus | 5% Continger | 1CV | 56 1165 |
| | | | | 5 /0 Continger | icy | 56,465 (In Figures) |
| | | | | | | (|
| | | (In Word | ds) | | | |
| | Total First and Second Peri Contin | | | formance plus | | 1,185,765 |
| | | (In Figures) | | | | |
| | | | | | | |
| | (In Words) | | | | | |
| Is an a | additional sheet attached and a part of thi | is Bid F | orm | ? Yes | | vo/_ |

Notes on Base Bid Breakdown:

NOTE: Lowest responsive/responsible bidder will be based on the Base Bid and additive alternates #1 through #8 amounts, only. Once lowest responsive/responsible bidder is determined and approved, District will determine which, if any, additive alternates will be accepted and included in the Agreement.

- 1. Do not place figures in the cells that are shaded. If figures are placed in the cells that are shaded bid will be found to be non-responsive and will be rejected.
- 2. 'Second Period of Performance Sub-total" MUST INCLUDE COSTS OF ITEMS PLACED ON ADDITIONAL SHEET if one is attached.
- 3. "Grand Total of First and Second Periods of Performance Base Bid Amount" must include <u>all</u> base bid costs, including items placed on additional sheet, if any.
- 4. Additive Alternates: The budget for additive alternates is limited due to funding requirements. As such, the District reserves the right to award only some, or all, of the items listed in the Bid Form. Unless otherwise specified, the basis for the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all items listed in the Bid Form. The District reserves the right to reject all bids received.
- 5. Bid line items shown above will serve as a starting point for SOV. SOV will be broken down into much greater detail and the amounts assigned to each SOV line item will be negotiated between the Contractor, the PM and the District. The only line item amount that may not change on the SOV will be the "Grand Total of 1st and 2nd Periods of Performance Base Bid Amount".
- 6. Low bid will be based on a comparison of all bidder's "Grand Total of 1st and 2nd Periods of Performance Base Bid Amount".

ADDITIVE ALTERNATE BID ITEMS - Provide all of the following in accordance with the Contract Documents:

| NO. | BID ITEM (Written in Words) | UNIT | | UNIT PRICE | | ITEM TOTAL (Lump Sum in Figures) |
|-----|--|-----------|------|------------------|-----|--|
| 1A. | Construction of Six (6) New Rental Cabins: Construct six new rental cabins, provide all foundations and utility hookups according to plans and specifications: | L.S. | \$ | 430,000 | \$ | 430,000 |
| | | | | | | (In Figures) |
| | | (In Wo | ords |) | | |
| 1B. | Construction of One (1) New Standard Rental Cabin: | L.S. | \$ | 65,000 | \$ | |
| | | | | (In Figures) | | |
| | | (In Wo | ords |) | | |
| 1C. | Construction of One (1) New ADA Accessible Rental Cabin: | L.S. | \$ | 85,000 | \$ | |
| | | | | (In Figures) | | |
| | Ac | lditive I | Bid | item #1 Sub-tota | al: | 430,000 |
| | | | | | | (In Figures) |
| | | (In Wo | ords |) | | |

| 2. | Construction of a New Prefabricated Shade Structure: Construct a new Shade Structure over existing mechanical equipment enclosure. | L.S. | \$ | 42,000 | \$ | 72,000 |
|----|--|---------|------|-----------------|-----|--------------------------|
| | | | | | | (In Figures) |
| | | (In Wo | ords |) | | |
| | Ac | lditive | Bid | item #2 Sub-tot | al: | لاعرامات (In Figures) |
| | | (In W | ords | 3) | | (|

| 3. | Construction of a New Double Bay Trash Enclosure: Construct a new trash enclosure according to the plans and specifications: | L.S. | \$ | 30,000 | \$ | 30,000 |
|----|--|-----------|------|-----------------|-------|--------------|
| | | | | | | (In Figures) |
| | | (In Wo | ords |) | | |
| | Ac | lditive l | Bid | item #3 Sub-tot | al: | 30000 |
| | | | | | -01/1 | (In Figures) |
| | | (In Wo | ords |) | | |

| 4. | Construction of a New Prefabricated Storage Building: Construct a new storage building with small office per plans and specifications. | L.S. | \$ | 145,000 | \$ | 145,000 | | |
|----|--|------------|------|------------------|-----|--------------|--|--|
| | | | | | | (In Figures) | | |
| | | (In Words) | | | | | | |
| | Ac | ditive | Bid | item #4 Sub-tota | ıl: | 145,000 | | |
| | (In Figures) | | | | | | | |
| | | (In W | ords | 3) | | | | |

| 5. | Construction of a Additional Trees, Irrigation, and Non-Irrigated Hydroseed: Construct a new trees, irrigation, and non-irrigated hydroseed per plans | L.S. | \$ | 45,000 | \$ | 45,000 |
|----|---|--------|------|------------------|----|--------------|
| | and specifications. | | | | | (In Figures) |
| | | (In Wo | ords | | | |
| | Ac | ditive | Bid | item #5 Sub-tota | l: | 45,000 |
| | (In Figures | | | | | |
| | | (In W | ords | 5) | | |

| 6. | Construction of a New Stabilized Decomposed Granite Trail, Concrete Crosswalk, and concrete pedestrian bridge. Construct a new stabilized decomposed granite trail, crosswalk, and pedestrian bridge per plans and specifications. | L.S. | \$ | 37,000 | \$ | 33,000 |
|----|--|--------|------|-----------------------|-----|------------------------|
| | | | | | | (In Figures) |
| | Ac | (In Wo | _ |) item #6 Sub-tota | al: | 33 soo (In Figures) |
| | | (In Wo | ords |) | | |

| 7. | Construction of New Fire Ring: Construction of new fire ring per plans and specifications. | L.S. | \$ | 6,000 | \$ | 6,000 |
|----|--|-------|--------------|-------|----|--------------|
| | | | | | | (In Figures) |
| | | (In W | ords |) | | |
| | Additive Bid item #7 Sub-total: | | | | | |
| | | | (In Figures) | | | |
| | | (in W | ords | ;) | | |

| 8. | Delete Arg Installation of Sod: Installation of Sod per plans and specifications. | L.S. | \$ | 18,000 | \$ | 18,000 | |
|----|---|---------------------------------------|------|--------|----|--------------|--|
| | | · · · · · · · · · · · · · · · · · · · | 1111 | | | (In Figures) | |
| | (In Words) | | | | | | |
| | Additive Bid item #8 Sub-total: 18,000 (In Figures) | | | | | | |
| | | (In W | ords |) | | (m, igures) | |

ADDITIVE ALTERNATE BID (TOTAL AMOUNT OF ALL ADDITIVE BID ITEMS 1 through 13):

| BID ITEM | ITEM TOTAL |
|--|-----------------------|
| (Written in Words) | (Lump Sum in Figures) |
| Additive Bid item #1 Sub-total: | |
| Additive Bid item #2 Sub-total: | |
| Additive Bid item #3 Sub-total: | |
| Additive Bid item #4 Sub-total: | |
| Additive Bid item #5 Sub-total: | |
| Additive Bid item #6 Sub-total: | |
| Additive Bid item #7 Sub-total: | |
| Additive Bid item #8 Sub-total: | |
| Total of Additive Alternates 1 thru 8: | 749,000 |
| | (In Figures) |
| | |
| (In Words) | |

GRAND TOTAL ALL BID ITEMS

| BID ITEM | ITEM TOTAL (Lump Sum in Figures) |
|--|----------------------------------|
| (Written in Words) | (Lump Sum in Figures) |
| Base Bid including 5% Contingency: | |
| Additive Bid items 1 thru 8: | |
| Grand Total of Base Bid and Additive Bid items | \$ 1,934,765 |
| | (In Figures) |
| | |
| (In Words) | |

2. DESIGNATION OF SUBCONTRACTORS

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of $\frac{1}{2}$ of 1% of the total bid. Additional information requested by District must be provided by bidder.

| PORTION OF THE WORK | SUBCONTRACTOR NAME <u>AND</u> LICENSE NUMBER | ADDDRESS | PHONE FAX |
|------------------------|---|-------------------------------|----------------------|
| PRE-EMINEERED | RESTROOM FACILITIES | 400 WESTERN RD | Ph: 775-327-6060 |
| BULLDING | 625024 | RENO NU | Fax: 775-327-6066 |
| GRADING | DT WRIGHT INC. | 409 60 CALIFORNIA OAKS RD. | Ph: 951-587-017\$ |
| | 802 035 | STE 322, MURRIETA, CA | Fax: 951-587-0182 |
| CABWS | CAVCO WEST | 1366 S. LITCHFIELD RO. BLOCKE | Ph: 800 - 622 - 8260 |
| | | CIDOUEAR, AZ | Fax: |
| ARTIFICIAL | CEMROCK | 4798 5. JULIAN AVE. | Ph: 520-571-1999 |
| BOULDERS | 796919 | TUCSON, AZ | Fax: 520-571-1888 |
| RUBBER PLAY | ROBERTSONS INDUSTRIES | 4401 E. BASELINE RD, STE 105 | |
| SURFACE | 667 261 | PHOENIX, AZ | Fax: 602-340-0402 |
| FENCE & | ECONO FEMCE | 5261 PEDLEY RO. | Ph:951-685-5000 |
| CMES | 337734 | RIVERSIDE CA | Fax:951-360-8685 |
| ELECTRICAL | WEST GAST ELECTRICAL | 26025 NEWPORT RO. UNIT ASIL | |
| | 911241 | MENIFEE, CA | Fax:951657-8107 |
| LANDSCARE | HARY LANDSCAPE | 9 | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | 18 | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph; |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |
| | | | Ph: |
| | | | Fax: |

Note: If additional space is needed attach a separate sheet.