

201710326.004

RECEIVED

SEP 23 2020

COUNTY COUNSEL

TO: COUNTY COUNSEL, MAIL STOP #1350  
ATTN: Synthia Gunzel

FROM: Hannah Lumanauw (Board Assistant, COB)

BID PACKETS FOR: John J. Benoit Detention Center  
Offsite Street, Storm Drain,  
Landscape, and Traffic Signal  
Improvement Project - Phase II,  
FM08110006391

PROJ. MGR.: RIZALDY BALUYOT (Facilities Management)  
(951)-232-9268

BID OPENING DATE: 09/23/2020 @ 10 A.M.

## Summary of Bids

TO:	County Counsel	PROJECT:	John J. Benoit Detention Center Offsite Street, Storm Drain, Landscape, and Traffic Signal Improvement Project - Phase II, FM08110006391
FROM:	Hannah Lumanauw 951-955-8464 Board Assistant (COB)	BID DATE:	09/23/2020
PROJ. MGR:	RIZALDY BALUYOT (FM) 951-232-9268	BID TIME:	10:00 A.M.

### **CONTRACTORS**

### **Total Base Bid**

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ALL AMERICAN ASPHALT  
P.O. BOX 2229  
CORONA, CA 92878-2229  
(951)-736-7600

Base Bid: \$ 2,518,185.40  
Alt. 1: \$ 739,226.60  
Alt. 2 \$ 923,626.30  
Project Total: \$ 4,181,038.30 ✓

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DESERT CONCEPTS CONSTRUCTION, INC.  
79775 AVE., 40  
INDIO, CA 92203  
(760)-200-9007

Base Bid: \$ 3,181,007.70  
Alt. 1: \$ 1,426,667.40  
Alt. 2 \$ 1,689,147.20  
Project Total: \$ 6,296,822.30 ✓

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GRANITE CONSTRUCTION COMPANY  
38000 MONROE STREET  
INDIO, CA 92203  
(760)-775-7500

Base Bid: \$ 2,839,300.00  
Alt. 1: \$ 657,227.00  
Alt. 2 \$ 669,443.00  
Project Total: \$ 4,196,000.00 ✓

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HARDY AND HARPER, INC.  
32 RANCHO CIRCLE  
LAKE FOREST, CA 92630  
(714)-444-1851

Base Bid: \$ 2,576,000.00  
Alt. 1: \$ 760,000.00  
Alt. 2 \$ 830,000.00  
Project Total: \$ 4,166,000.00 ✓

MATICH CORPORATION  
P.O. BOX 10  
HIGHLAND, CA 92346  
(909)-382-7400

Base Bid: \$ 2,435,841.40  
Alt. 1: \$ 748,545.75  
Alt. 2 \$ 802,968.00  
Project Total: \$ 3,987,355.15 ✓

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SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

FM08110006391

JOHN J. BENOIT DETENTION CENTER OFFSITE STORM DRAIN,  
STREET, LANDSCAPE AND TRAFFIC SIGNAL IMPROVEMENT  
PROJECT -PHASE II



PREPARED BY  
COUNTY OF RIVERSIDE  
Department of 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 the construction of the following project ("Work"):

**John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II**

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 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m. on 9/9/2020**, 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 8/14/2020, and up to one hundred and twenty (120) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, (760) 345-2500. At the time of such pick-up or request for mailing, a non-refundable fee of not to exceed seventy-five dollars (\$75.00.) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, (760) 345-2500.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **8/26/2020**, commencing promptly at **10:00 a.m.**, at **82-503 Highway 111, Indio, CA 92201**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding**. Sign language services are available for the Pre-Bid Conference upon written request received by **Rizaldy Baluyot** at **(951) 232-9268** or **rbaluyo@rivco.org** at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

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

(2) 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): A; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: roadway improvements, landscape and irrigation improvements, traffic signing & striping, and traffic signal modifications ; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 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 prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. 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: Department of Facilities Management – Project Management Office, 3403 10<sup>th</sup> St., Ste. \_\_\_ Riverside, CA 92501.



# INSTRUCTIONS TO BIDDERS

## 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 to be constructed generally consists of the following: This project is in the City of Indio, consisting of furnishing all labor, technical and professional services, supervision, materials and equipment, and performing all operations necessary and required in conformity with the requirements in the specifications and plans. The Owner, County of Riverside, Facilities Management – Project Management Office, is the awarding body and will administer the contract. This project is Phase II of the offsite improvements for the John J. Benoit Detention Center, consists of roadway, landscape and irrigation, signing & striping and traffic signal modification. The identifying name of the Project is John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II.

**1.2.2 Contract Time.** Final Completion must be achieved within Base bid one hundred and fifty working days (150), Base bid plus Alt. 1 one hundred and eighty working days (180), Base bid plus Alt 1 and Alt 2 two hundred working days (200) Days after the occurrence of Substantial Completion.

**1.2.3 Liquidated Damages.** The Construction Contract includes provisions: (1) permitting the County to assess liquidated damages to the Contractor of \$1,000.00 per Day for each Day after the expiration of the Contract Time for Substantial Completion that the Work is not Substantially Completed by Contractor; and (2) for payment by County to Contractor of liquidated damages to Contractor of \$1,000.00 per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Contract Time and Contract Price.

**1.2.4 County Furnished Materials.** County reserves the right to elect to furnish the following County Furnished Materials for incorporation by Contractor as part of the Work pursuant to an assignment of one or more County Materials Contract(s) in accordance with Section 2.5 of the General Conditions: materials. Said County Materials Contract(s) are available for review by Bidders at Riverside County Facilities Management – Project Management Office, 44-199 Monroe Street, Suite B, Indio, CA, (760) 863-2552. Bidder is solely responsible to familiarize itself prior to submission of its Bid with the terms and conditions of such County Materials Contract(s). County shall notify the successful Bidder prior to Award if the County elects to assign any of such County Materials Contracts to Contractor for incorporation Contractor of the County Furnished Materials as part of the Work.

**1.2.5 Licensing.** The Bidder to whom the Construction Contract 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): A); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: Roadway improvements, landscape and irrigation improvements, traffic signing & striping and traffic signal modifications.

**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.

## **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 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, the Bidder has carefully and thoroughly inspected: (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 Bidding Documents) 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 Bidders 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.

**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.** Cost breakdowns of the Bid that are provided by the Bidder are balanced, reflecting in each line item category of Work a reasonable estimate of the Bidder's cost commitments to perform that category of Work and a proportionate share of overhead and profit.

**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.

## **BIDDING DOCUMENTS**

### **3.1 COPIES**

**3.1.1 Availability.** Copies of Bidding Documents will be available, on and after 8/14/2020, and up to one hundred and twenty (120) 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, PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211. At the time of such pick-up or request for mailing, a non-refundable fee of seventy-five dollars (\$75.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIT, 77738 Flora Road, Palm Desert, CA 92211. 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 mandatory Pre-Bid Conference will be conducted on 8/26/2020, commencing promptly at 10:00 a.m., at 82-503 Highway 111, Indio, CA 92201. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding. Sign language services are available for the Pre-Bid Conference upon written request received by Rizaldy Baluyot at (951) 232-9268 or rbaluyot@rivco.org at least three (3) 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 and Existing Improvements at the Site that were visible or 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 9:00 a.m. and 5:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the three (3) Day prior to Bid Closing Deadline, by hand delivery, mail, fax or e-mail to the following: Albert A. Webb Associates, 3788 McCray Street, Riverside, CA 92506, phone (951) 320-6003, fax (951) 788-1256, [deborah.saulina@webbassociates.com](mailto:deborah.saulina@webbassociates.com). 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 Bidder shall make requests for Substitutions on the County's Request for Substitution form included in the Bidding Documents. Such requests shall comply with the requirements of the Bidding Documents, including without limitation, the Plans and Specifications. 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, 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; (3) a statement that the Bidder accepts responsibility for the inclusion in its Bid of all of the costs of implementing the Substitution, including, without limitation, the costs of any related changes to the Work, 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 Bidder understands and agrees that if the Substitution is not approved and the Bidder submits a Bid, Bidder will provide the Work as specified in the Bidding Documents without such Substitution. The burden of proof of the merit of a proposed Substitution is entirely upon the Bidder requesting the Substitution.

**3.3.2 Deadline for Submission.** Any completed Request for Substitution form that Bidders wishes to have considered by County must be submitted, between the hours of 9:00 a.m. and 4:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than (8/31/2020) seventh (7th) Day prior to the Bid Closing Deadline, in writing, by hand delivery, mail, or fax to the following: Riverside County Facilities Management – Project Management Office, 44-199 Monroe Street, Suite B, Indio, CA 92201, phone (760) 863-2552, fax (760) 863-2551. 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 Bidder 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. An Addendum shall be issued to all Bidders describing any Substitution properly and timely requested prior to the Bid Closing Deadline that is approved by the County. Failure by County to respond to a properly and

timely submitted Request for Substitution prior to 11:00 a.m. of the second (2nd) working day before the Bid Closing Deadline shall be automatically deemed to be a disapproval by County thereof.

**3.3.4 Standards.** In evaluating a Request for Substitution form submitted by a Bidder, the materials, products and equipment described in the Bidding 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 Bidder has submitted a Request for Substitution form and the request for Substitution is denied, or deemed denied, by the County and the Bidder thereafter submits a Bid and receives the Award, then the Bidder shall execute the Construction Contract and provide the Work as specified, without such Substitution and at no additional cost or expense to the County.

**3.3.6 No Postponement.** Delays associated with the review, processing or approval of a Request for Substitution form submitted by Bidder shall not entitle Bidder to a postponement of the deadlines set forth in the Bidding Documents.

**3.3.7 No Bid Adjustment.** Neither approval nor disapproval of a Request for Substitution form shall be grounds for adjustment of a Bid.

### **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 Riverside County Facilities Management – Project Management Office, 44-199 Monroe Street, Suite B, Indio, CA 92201, 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.

## **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 both words and figures. In case of discrepancy, the amount written in words shall govern.

**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 Designation of Subcontractors, in the form specified in the Bidding Documents;
- and
- .5 Non-Collusion Declaration, in the form specified in the Bidding Documents.
  - .6 Iran Contracting Act Certification

**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 Bidder shall submit, on the Designation of Subcontractors form specified in the Bidding Documents, 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). Unless the Notice Inviting Bids expressly states otherwise, any information requested in the Designation of Subcontractors other than a Subcontractor's name and location of business must be submitted as part of the Bid and may not be submitted after the Bid Closing Deadline. If additional sheets are needed to provide the information requested in the Designation of Subcontractors, they shall be included by Bidder as part of its Bid and shall accompany the Designation of Subcontractors. If bidding of Alternates is called for by the Bidding Documents and the Bidder intends to use different or additional Subcontractors or if acceptance of the Alternate by County would cause the value of the Work to be performed by a Subcontractor not identified in the Designation of Subcontractors accompanying the Base Bid to exceed the threshold dollar amount required by Applicable Law for listing of

Subcontractors, then a separate Designation of Subcontractors form must be submitted for each such Alternate. If the Bidding Documents require the performance of Work for which the Bidder or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Bidder intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Bidder shall, without limitation to any other information that may be required by Applicable Laws, include in the Designation of Subcontractors the name of such Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

**4.1.11 Builder's All Risk (Course of Construction) Insurance.** The Bid Form states whether the Bidder shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage that conforms to the requirements set forth in Subparagraph 11.1.1.5 and the other applicable provisions of Article 11 of the General Conditions. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT exercised at any time prior to award TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

**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.

**4.1.16 Registration with Department of Industrial Relations.** Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 after April 1, 2015, without proof of current registration to perform public works.

## 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 equal to at least ten percent (10%) of the Bid Amount, as a guarantee that the Bidder, if awarded the Construction Contract, will enter into a Construction 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 Construction Contract 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 Construction Contract 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 Thursday (excepting Holidays) between the hours of 8:00 a.m. to 5:00 p.m. up to the Bid Closing Deadline of 10:00 a.m. on 9/9/2020. 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.

**4.5 BID ALTERNATES**

**4.5.1 Alternates.** The Bidding Documents  do  do not include Alternates.

**4.5.2 Bid Form.** If Alternates are included in the Bidding Documents, then a Bid amount for each and every such Alternate shall be included in the spaces provided in the Bid Form for that purpose. If the Bidder determines that the Alternate does not affect the amount of its Base Bid, then the Bidder shall enter "No Change" in the Bid Form.

**4.5.3 Basis for Award.** Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

**Award Method #1:** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder's prices on the Alternates.

**Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates that will be used for the purpose of determining the lowest Bid price:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Award Method #3:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates taken in the order as shown below which, when the Bidder's amount for the Alternate is added to or deducted from such Base Bid price, are less than, or equal to, the funding amount publicly disclosed by the County before the first Bid is opened:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

5.

**Award Method #4:** The lowest Bid price shall be determined in a manner that will prevent any information that would identify any of the Bidders or any of their Subcontractors from being revealed to the County before the ranking of Bidders from lowest to highest has been determined.

**4.5.4 Bid Escrow Provisions.** The following provisions apply only if Subparagraph 4.5.4.1, below, provides that a Bid Escrow will be used for the Project.

**.1 Bid Escrow.** A Bid Escrow  will  will not be used for the Project.

**.2 Escrow Bid Documents.** Escrow Bid Documents, as that term is defined in the General Conditions, shall: (1) be in English; (2) be legible; (3) be detailed and comprehensive, showing a complete breakdown of quantities, prices, productivity calculations, crew sizes, direct and repair labor, plant and equipment usage, general conditions (i.e., direct overhead) costs, indirect overhead and profit and contingencies, and all other numerical factors used to compute the Bid (provided, however, with respect to Bid items having an estimated cost under \$10,000, estimated unit costs are acceptable without detailed cost estimates provided that the indirect costs, contingencies and markups are shown and allocated); (4) if estimates are based, in whole or in part, on a Geological Baseline Report (GBR) or other report on surface or subsurface conditions at the Site, clearly reference any statements, data, opinions or recommendations used or relied upon from the GBR or such other report; and (5) if the Bidder's Bid is based on a price from a Sub-Bidder that exceeds five percent (5%) of the Bid Amount, provide documentation and electronic files from such Sub-Bidder relating to its bid submitted to Bidder that comply with all of the requirements herein for Escrow Bid Documents, in which case such documents and electronic files from such Sub-Bidder shall be considered and submitted by Bidder as part of the Escrow Bid Documents that are required to be submitted pursuant to this Paragraph 4.5.4.

**.3 Deposit with County.** Each of the Bidders submitting the apparent three (3) lowest Bid prices shall place its Escrow Bid Documents in a sealed container, marked on the outside with (1) the words "Escrow Bid Documents", (2) the name of the Project, (3) Bidder's name and (4) the date of submission. The sealed container with the Escrow Bid Documents shall be delivered by such Bidders to the County, at the place for submission of Bids, within twenty-four (24) hours after the Bid Closing Deadline.

**.4 Review by County.** County will review the Escrow Bid Documents of the apparent successful Bidder to ensure that the Escrow Bid Documents comply with the requirements of this Paragraph 4.5.4, and any other requirements of the Bidding Documents relating to use of a bid escrow. Such review shall not constitute approval or acceptance by County of the proposed means, methods, techniques or procedures of the Bidder, confirmation by County that the Escrow Bid Documents comply with the Bidding Documents, nor shall such review or alter any term or condition of the Contract Documents.

**.5 Noncompliance by Bidder.** Failure by Bidder to comply with any of the requirements of this Paragraph 4.5.4 or any other requirements of the Bidding Documents relating to use of a bid escrow shall be grounds for County to determine that the Bidder's Bid is non-responsive. Without limitation to the foregoing, County shall have the right, in the exercise of its sole and absolute discretion, if it finds that the Escrow Bid Documents submitted by a Bidder do not so comply to: (1) direct that the Bidder submit the required documentation and electronic files within twenty-four (24) hours of written request by County; and/or (2) discuss with the Bidder any questions that may exist concerning the Escrow Bid Documents in an effort to clarify and reconcile the information contained in the Escrow Bid Documents.

**.6 Escrow Procedure.** The Escrow Bid Documents of the successful Bidder receiving the Award shall be placed and held in storage at a safe and secure location, at the expense of County, for the duration of the performance of the Work and until the later of (1) ninety (90) Days after Final

Completion is achieved or (2) final resolution by settlement or final judgment in legal proceedings of all disputes relating to the Construction Contract or Work (the "Escrow Bid Documents Storage Period"). Escrow Bid Documents of the unsuccessful Bidders will be returned to them within sixty (60) Days following Award. Upon expiration of the Escrow Bid Documents Storage Period, County shall destroy or return to Bidder, and shall not retain, copies of that Bidder's Escrow Bid Documents. County will take reasonable steps to protect and preserve the Escrow Bid Documents from damage; however, County shall not be liable for damage or loss occasioned by circumstances beyond the reasonable control of County, such as, without limitation, fire or Acts of God.

**.7 Bidder's Warranty and Representation.** Submission by a Bidder of its Escrow Bid Documents shall constitute a warranty and representation by such Bidder that it has no other written documents or electronic files containing information used in computing its Bid that are within the definition of Escrow Bid Documents as defined in the Bidding Documents and that Bidder agrees, in the event it receives Award of the Construction Contract, that it shall have no right to submit or offer into evidence in any legal proceedings in support of any request for Contract Adjustment, Claim or other request for any legal remedy or relief, any documentation or electronic files constituting Escrow Bid Documents that were not included in the Escrow Bid Documents submitted by Bidder.

**.8 Not Contract Documents.** The contents of the Escrow Bid Documents shall not be considered part of the Contract Documents.

**.9 Property Rights, Confidentiality.** The Escrow Bid Documents are, and shall always remain, the property and confidential information of the Bidder, subject to rights of review by the County and Bidder and other Permitted Uses as further described below. To the maximum extent permitted by Applicable Laws, County shall safeguard the Escrow Bid Documents, and all information contained therein, against disclosure and in so doing shall not disclose the Escrow Bid Documents to anyone who is not an employee, attorney or consultant of the County having a reason and need to review the Escrow Bid Documents in connection with one or more of the Permitted Uses.

**.10 Permitted Uses.** The Escrow Bid Documents may be opened, examined and used at any time by County or Bidder (including, without limitation, admission into evidence in any legal proceedings) for the purposes of aiding in an evaluation by County or Bidder, or a resolution by negotiation, settlement or legal proceedings, of a dispute between County and Bidder involving: (1) the submission or content of the Escrow Bid Documents submitted by Bidder; (2) a request by Bidder for relief from its Bid or for relief from any other obligation of Bidder in connection with the bidding process; (3) questions or disputes over the Bidder's right to, or the terms of, a Contract Adjustment; or (4) a Claim or other demand by County or Bidder for a legal remedy or recovery of money ("Permitted Uses"). Escrow Bid Documents shall not be used for any other purpose.

**.11 Examination.** Examination of the Escrow Bid Documents shall be in the presence of a representative of both County and Contractor unless a party fails, after reasonable notice from the party seeking to examine the Escrow Bid Documents, to arrange for a representative to be present, in which case the examination may take place by the requesting party alone. Copies of any portion of the Escrow Bid Documents may be made by either County or Bidder at the time of examination.

## 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 the Construction Contract to the responsible Bidder submitting a Bid in accordance with the requirements of the Bidding Documents for the lowest Bid Amount.

**5.4.2 Notice of Award.** Within fourteen (14) 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 Construction Contract. 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 Construction Contract provided that each and all of the following are complied with:

.12 The bid protest is in writing.

.13 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) 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.

.14 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.

.15 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 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 or his/her designee shall be final, unless overturned by the Board of Supervisors.

## POST- AWARD

### 6.1 POST- AWARD SUBMITTALS

**6.1.1 Construction Contract.** The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the Construction Contract and return it to

the County within three (3) Days after issuance by County to Bidder of the Construction Contract from the County and prior to execution of the Construction Contract 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 at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, CA 92501:

**.16** within ten (10) 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;

**.17** within twenty-one (21) Days after issuance by County to Bidder of the Notice of Intent to Award, such Bidder shall submit to the County the following:

- (1) Construction Schedule, prepared by Bidder in the manner required by Section 3.9 of the General Conditions and Section section no. of the Specifications; and
- (2) Schedule of Values, prepared by Bidder in the manner required by Section 9.3 of the General Conditions and Section section no. of the Specifications.

**6.1.3 Failure to Submit.** Failure of the successful Bidder to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 and 6.1.2, above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the Construction Contract 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, 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.

## **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 Construction Contract; 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 Contract Price. The penal sum shall be increased for Contract Adjustments increasing the Contract Price that are authorized by Change Order or Unilateral Change Orders.

**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.

## **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 Chair, or designee.

## BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 09/23/2020

Bidder: Granite Construction Company

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

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project Phase II.

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,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; 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 Base Bid price of (state in figures) \$ 2,839,330<sup>00</sup> (state in words) TWO MILLION, EIGHT HUNDRED THIRTY NINE THOUSAND, THREE HUNDRED THIRTY dollars and ZERO cents.

The foregoing Base Bid is 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.	1	Date:	08/20/2020
Addendum No.	2	Date:	09/14/2020
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ <u>1<sup>00</sup></u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>ONE</u> Dollars <u>ZERO</u> Cents	
<b>Alternate 2: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	
<b>Alternate 3: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	
<b>Alternate 4: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	
<b>Alternate 5: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____ Dollars _____ Cents	



**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: N/A

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

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

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: Granite Construction Company

State of Incorporation: California

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

Print Name: Joseph P. Richardson

Title: Regional Chief Estimator

Date: 09/23/2020

Business Address: \_\_\_\_\_  
38000 Monroe Street  
Indio, CA 92203

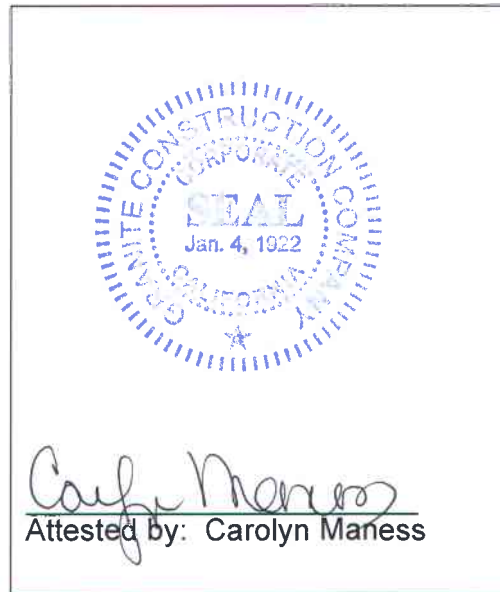
Business Telephone: (760) 775-7500

Business Fax: (760) 775-8229

Business E-mail: joe.richardson@gcinc.com

Contractor's License: 89  
Dept. of Industrial Relations  
Registration No: 1000000085

Space for Corporate Seal and Attestation



# GRANITE CONSTRUCTION COMPANY

## CERTIFICATE OF SECRETARY

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**RESOLVED**, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED**, that, effective January 1, 2020 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 1, 2020 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 1, 2020

  
M. Craig Hall



**EXHIBIT 1**

**AUTHORIZED SIGNERS**  
**Granite Construction Company**  
**California Group**  
**Desert Cities Region**

**AUTHORIZED SIGNERS**

Brad J. Williams, VP Desert Cities Region  
Brian Caris, Senior Project Manager  
Joseph P. Richardson, Regional Chief Estimator  
Jeff J. Mercer, Construction Manager  
Muin Mustafa, Construction Manager  
Emir Kocaballi, Construction Manager  
Fausto Gonzalez, Project Manager  
Rudy Barela, Regional Controller

**ATTESTORS**

Brian Caris, Senior Project Manager  
Joseph P. Richardson, Regional Chief Estimator  
Jeff J. Mercer, Construction Manager  
Muin Mustafa, Construction Manager  
Emir Kocaballi, Construction Manager  
Carley L. Cechin, Project Manager  
Fausto Gonzalez, Project Manager  
Rudy Barela, Regional Controller  
Carolyn Maness, Estimating Assistant

**EXHIBIT 2**

**AUTHORIZED SIGNERS**  
**Granite Construction Company**  
**California Group**

**AUTHORIZED SIGNERS**  
Brent Fogg, VP Coastal Region  
Carter Rohrbough, VP Valley Region  
Larry Camilleri, VP Central Region  
Scott McArthur, VP Northern Los Angeles Region  
John Boies, VP South Coast Region  
Brad J. Williams, VP Desert Cities Region  
Bradly Estes, VP Construction Materials



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **89**

Entity **CORP**

Business Name **GRANITE CONSTRUCTION COMPANY**

Classifications: C36 C10 A B C57 C-2 C-8 C12  
C21 C27 C29 C35 C42 C45 C39  
C50 C51 C31

Expiration Date **05/31/2021**

[www.csib.ca.gov](http://www.csib.ca.gov)





# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

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Type: Renewal

Period: July 1, 2019 – June 30, 2022

## Contractor Information

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Contractor Name: GRANITE CONSTRUCTION COMPANY

Trade Name:

License Type Number: 1000000085

## Contractor Physical Address

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Physical Business Country: United States of America

Physical Business Address: 585 WEST BEACH STREET

Physical Business City/ Province: WATSONVILLE

Physical Business State: CA

Physical Business Postal Code: 95076

## Contractor Mailing Address

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Mailing Business Country:

Mailing Business Address:

Mailing Business City/ Province:

Mailing Business State:

Mailing Business Postal Code:

## Contact Info

---

Daytime Phone:

Mobile Phone:

Daytime Phone Ext.:

Business Email: jennifer.bowling@gcinc.com

Applicant's Email: jennifer.bowling@gcinc.com

# Workers' Compensation

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## Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

## Workers' Compensation Overview

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Insured by carrier

Carrier: ALLIANT INSURANCE SERVICES,  
INC.

Inception Date: October 1, 2017

Policyholder Name: GRANITE CONSTRUCTION  
COMPANY

Expiration Date: October 1, 2019

Policy Number: WC 274978630

## Certification

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- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
- Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Jennifer Bowling, the undersigned, am , GRANITE CONSTRUCTION COMPANY with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 6/7/2019 11:33:33 AM

## Legal Entity Information

---

**Legal Entity Type: Corporation**

Name: GRANITE CONSTRUCTION COMPANY



**Partnership Bidder**

Name of Bidder: N/A

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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: N/A

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

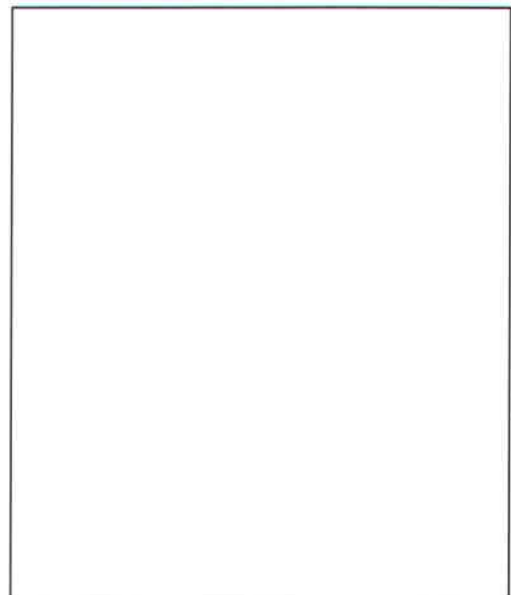
Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: N/A

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

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

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

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

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street**  
**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS**  
**(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	210,000 <sup>00</sup>	210,000 <sup>00</sup>
2	TRAFFIC CONTROL SYSTEM	LS	1	195,000 <sup>00</sup>	195,000 <sup>00</sup>
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	48,000 <sup>00</sup>	48,000 <sup>00</sup>
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	65,000 <sup>00</sup>	65,000 <sup>00</sup>
<b>DEMOLITION &amp; EXCAVATION</b>					
5	CLEAR AND GRUB	LS	1	395,000 <sup>00</sup>	395,000 <sup>00</sup>
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378	17.50	6,615.00
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464	2.50	11,160.00
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187	1.05	1,246.35
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630	4.70	21,761.00
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530	1.40	14,742.00
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8	1,000.00	8,000.00
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2	5,000.00	10,000.00
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309	1.05	92,724.45
<b>STREET IMPROVEMENTS</b>					
14	CLASS II AGGREGATE BASE	CY	2,134	44.00	93,896.00
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293	79.00	339,147.00
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405	43.00	60,415.00
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125	40.00	5,000.00
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285	24.00	30,840.00
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150	24.00	3,600.00
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8	1,500.00	12,000.00
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530	6.25	65,812.50
22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910	16.00	62,560.00
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900	12.00	10,800.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622	7.00	32,354.00
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130	12.00	13,560.00
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35	200 <sup>00</sup>	7,000 <sup>00</sup>
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130	15.00	1,950.00
<b>RELOCATION AND ADJUSTMENT</b>					
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1	250.00	250.00
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1	7,500.00	7,500.00
30	REMOVE EXISTING BOLLARDS	EA	3	1,000.00	3,000.00
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1	15,000.00	15,000.00
32	REMOVE EXISTING DRIVEWAY	SF	4,915	4.50	22,117.50
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910	4.50	17,595.00
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1	1,000.00	1,000.00
35	REMOVE STREET LIGHT PULLBOX	EA	1	3,000.00	3,000.00
36	RELOCATE EXISTING SIGN	EA	1	300.00	300.00
37	REMOVE POST AND CABLE	LF	45	50.00	2,250.00
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200	15.00	3,000.00
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1	12,000.00	12,000.00
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	370.00	370.00
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500	50 <sup>00</sup>	25,000 <sup>00</sup>
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7	1,200.00	8,400.00
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3	370.00	1,110.00
44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7	2,100.00	14,700.00
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1	8,000.00	8,000.00
<b>LANDSCAPE AND IRRIGATION</b>					
46	LANDSCAPE AND IRRIGATION	LS	1	148,500 <sup>00</sup>	148,500 <sup>00</sup>
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	9,000 <sup>00</sup>	9,000 <sup>00</sup>

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1	381,554 <sup>00</sup>	381,554 <sup>00</sup>
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	25,000 <sup>00</sup>	25,000 <sup>00</sup>
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7	12,500 <sup>00</sup>	87,500 <sup>00</sup>
	<b>ADDITIONAL WORK AT FAIR GROUND BASIN</b>				
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1	75,000.00	75,000.00
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$50,000.00	\$50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$50,000.00	\$50,000.00
54	FIELD ORDERS	AL	1	\$50,000.00	\$50,000.00

SUBTOTAL \$ 2,839,336<sup>00</sup>

**Additive Alternate 1 Bid Schedule - Highway 111 from Oasis Street from Smurr Street**

**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	5,000.00	5,000.00
56	TRAFFIC CONTROL SYSTEM	LS	1	4,000.00	4,000.00
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	500.00	500.00
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	500.60	500.60
	<b>DEMOLITION &amp; EXCAVATION</b>				
59	CLEAR AND GRUB	LS	1	1,000.00	1,000.00
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147	17.50	2,572.50
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	950	2.50	2,375.00
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320	4.70	10,904.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759	4.00	7,036.00
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150	1.40	8,610.00
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063	1.05	39,966.15
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1	2,500.00	2,500.00
<b>STREET IMPROVEMENTS</b>					
67	CLASS II AGGREGATE BASE	CY	920	44.00	40,480.00
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881	79.00	148,599.00
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640	43.00	27,520.00
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195	40.00	7,800.00
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406	24.00	33,744.00
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15	24.00	360.00
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695	6.25	4,343.75
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500	12.00	6,000.00
75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968	7.00	13,776.00
<b>RELOCATION AND ADJUSTMENT</b>					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	370.00	370.00
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1	2,100.00	2,100.00
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8	1,200.00	9,600.00
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1	370.00	370.00
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3	2,100.00	6,300.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1	900.00	900.00
	<b>LANDSCAPE AND IRRIGATION</b>				
82	LANDSCAPE AND IRRIGATION	LS	1	165,000 <sup>00</sup>	165,000 <sup>00</sup>
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	3,500 <sup>00</sup>	3,500 <sup>00</sup>
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	4,000 <sup>00</sup>	4,000 <sup>00</sup>
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3	12,500 <sup>00</sup>	37,500 <sup>00</sup>
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$20,000.00	\$20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$20,000.00	\$20,000.00
88	FIELD ORDERS	AL	1	\$20,000.00	\$20,000.00

SUBTOTAL \$ 659,227<sup>00</sup>

**Additive Alternate 2 - Bid Schedule - Oasis Street**

**JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	5,000.00	5,000.00
90	TRAFFIC CONTROL SYSTEM	LS	1	4,000.00	4,000.00
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	500.00	500.00
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	500.05	500.05
	<b>DEMOLITION &amp; EXCAVATION</b>				
93	CLEAR AND GRUB	LS	1	1,000.00	1,000.00
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221	17.50	3,867.50

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373	0.25	593.25
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784	1.05	81,673.20
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010	4.70	9,447.00
<b>STREET IMPROVEMENTS</b>					
98	CLASS II AGGREGATE BASE	CY	2,184	44.00	96,096.00
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794	79.00	220,726.00
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010	24.00	48,240.00
<b>RELOCATION AND ADJUSTMENT</b>					
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16	1,200.00	19,200.00
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4	2,100.00	8,400.00
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2	500.00	1,000.00
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2	2,100.00	4,200.00
<b>LANDSCAPE AND IRRIGATION</b>					
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1	190,000 <sup>00</sup>	190,000 <sup>00</sup>
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	3,500 <sup>00</sup>	3,500 <sup>00</sup>
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1	1,500 <sup>00</sup>	1,500 <sup>00</sup>

SUBTOTAL \$ 699,443<sup>00</sup>

**Method of Award**

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules. The contractor shall pay prevailing wages for each craft or type of workman needed for construction or all items base bid.

The County also reserves the right to reject all bids received.



PROPOSAL TOTALS

Base Bid Items 1-54		\$ <u>2,839,330<sup>00</sup></u>
Bid Schedule "Alt. 1" Items 55 – 88		\$ <u>657,227<sup>00</sup></u>
Bid Schedule "Alt. 2" Items 89 – 107		\$ <u>669,443<sup>00</sup></u>
Project Total	<u>ONE MILLION, ONE HUNDRED NINETY SIX THOUSAND DOLLARS AND ZERO CENTS</u>	\$ <u>4,196,000<sup>00</sup></u>
Items 1- 107, Alt. 1 and Alt. 2	"Words"	

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

Notes:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement work completed (except where noted otherwise, such as lump sum items).

Project No. FM08110006391

Bond No. N/A

## **BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Granite Construction Company ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated 9/16 2020, in the amount of FOUR MILLION, ONE HUNDRED NINETY SIX THOUSAND DOLLARS AND ZERO CENTS (\$4,196,000<sup>00</sup>) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II ("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 ten percent (10%) of the Bid Amount, 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 Travelers Casualty and Surety Company of America ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent (10%) of Bid Amount (\$10% of Bid Amount) 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 WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of 9/9, 2020, 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.

Granite Construction Company  
(Firm Name – Principal)

38000 Monroe Street  
Indio, CA 92203

(Business Address)

By   
(Original Signature)

Joseph P. Richardson, Regional Chief Estimator  
(Title)

**Affix Seal if Corporation**



Travelers Casualty and Surety Company of America  
(Corporation Name – Surety)

1 Tower Square  
Hartford, CT 06183

(Business Address)

By  /Isabel Barron  
(Original Signature)  
**ATTORNEY-IN-FACT**

**Affix Corporate Seal**



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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### ACKNOWLEDGMENT

State of California  
County of Riverside

On September 23, 2020 before me, Carolyn Maness, Notary Public  
(insert name and title of the officer)

personally appeared Joseph P. Richardson,  
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 seal.

Signature *Carolyn Maness*  
Carolyn Maness, Notary Public

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

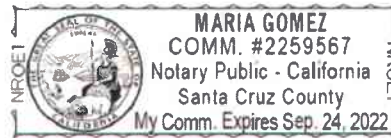
State of California  
County of Santa Cruz

On 9/9/20 before me, Maria Gomez, Notary Public  
(insert name and title of the officer)

personally appeared Isabel Barron,  
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 seal.



Signature *Maria Gomez*  
Maria Gomez, Notary Public

(Seal)



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is



**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 certificate 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9/9/20**



  
Kevin E. Hughes, Assistant Secretary  



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is 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 10% of Bid Amount  
dollars/                     cents (\$ 10% of bid amount ), which amount is equal to ten percent (10%) of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

Granite Construction Company  
Print Name of Bidder

Joseph P. Richardson  
Regional Chief Estimator  
Print Name of Signer



## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
MAXWELL DRYWELL	TORRENT RESOURCES CA INCORPORATED	LIC# 886759 / PHOENIX, AZ DIR# 1000014841 / SA MB
FENCE	CROWN FENCE CO	LIC# 1315 / SANTA FE SPRINGS, DIR# 1000005330 / CA
COLD MILL	CINDY TRUMP INC DBA LINDY'S COLD PLANING	LIC# 754500 / LA HABRA, CA DIR# 1000008423
SIGNING & STRIPING	CAL-STRIPE, INC.	LIC# 685387 / COLTON, CA DIR# 1000001106
LANDSCAPE	URBAN HABITAT	LIC# 963744 / LA QUINTA, CA DIR# 1000003890
ELECTRICAL	MSL ELECTRIC, INC.	LIC# 822450 / ANAHEIM, CA DIR# 1000000550

Date: 09/23/2020

Granite Construction Company

(Name of Bidder)

By: Joseph P. Richardson  
Regional Chief Estimator

(Signature of Bidder)

Address: 38000 Monroe Street

Indio, CA 92203

Phone: (760) 775-7500





## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: 09/23/2020

Granite Construction Company

(Name of Bidder)

Joseph P. Richardson

By:  Regional Chief Estimator

(Signature of Bidder)

Address: 38000 Monroe Street

Indio, CA 92203

Phone: (760) 775-7500



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

(Public Contract Code Section 7106)

The undersigned declares:

I am the Regional Chief Estimator of Granite Construction Company, 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 09/23/2020 [date], at Indio [city], California [state].



\_\_\_\_\_  
[Signature of Declarant]

Joseph P. Richardson

\_\_\_\_\_  
[Printed Name of Person Signing]

Granite Construction Company

\_\_\_\_\_  
[Name of Bidder]

Regional Chief Estimator

\_\_\_\_\_  
[Office or Title]



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Riverside

On September 23, 2020 before me, Carolyn Maness, Notary Public  
(insert name and title of the officer)

personally appeared Joseph P. Richardson,  
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 seal.

Signature Carolyn Maness (Seal)  
Carolyn Maness, Notary Public



## 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 #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> Granite Construction Company		<i>Federal ID Number (or n/a)</i> 94-0519552
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Joseph P. Richardson		
<i>Date Executed</i> 09/23/2020	<i>Executed in</i> Indio, CA	



**Option #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>	

**ADDENDUM # 1**

**DATED 8/20/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507

## **CONTENTS**

- Addendum #1 Attachment
- Revised NOTICE INVITING BIDS

### **Addendum No. 1**

**Clarifications / Changes:**

**Item 1** – The mandatory Pre-Bid Conference has been rescheduled for September 2, 2020 at 10:00 am.

**Item 2** – The bid-date (bid opening date) has been rescheduled for September 16, 2020 at 10:00 am.



## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

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 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m. on 9/16/2020**, 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 8/14/2020, and up to one hundred and twenty (120) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, PlanIT Reprographics, 39-350 Berkey Drive, Palm Desert, CA 92211, (760) 345-2500. At the time of such pick-up or request for mailing, a non-refundable fee of not to exceed seventy-five dollars (\$75.00.) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIT Reprographics, 39-350 Berkey Drive, Palm Desert, CA 92211, (760) 345-2500.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **9/2/2020**, commencing promptly at **10:00 a.m.**, at **82-503 Highway 111, Indio, CA 92201**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by **Rizaldy Baluyot** at **(951) 232-9268** or **rbaluyot@rivco.org** at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

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

(2) 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): A); and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: roadway improvements, landscape and irrigation improvements, traffic signing & striping, and traffic signal modifications ; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 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.

**ADDENDUM # 2**

**DATED 9/14/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



**PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507**

## CONTENTS

- Addendum #2 Attachment
- Revised Bid Schedule
- Electrical Plans Attached
- Revised Phasing Landscape Plans

**Addendum No. 2**

**Clarifications / Changes:**

**Item 1** – Revised deadlines for a request for information (RFI) and Bid Closing.

Response - The deadline for RFI is Wednesday, September 16<sup>th</sup> at 5 p.m. and the bid closing has been changed to Wednesday, September 23<sup>th</sup> at 10:00 a.m.

**Item 2** – On the pre-bid meeting agenda, it calls out bidders License required Type B.

Response - The Bidder to whom the Construction Contract 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): A); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: Roadway improvements, landscape, and irrigation improvements, traffic signing & striping and traffic signal modifications.

**Item 3** – Page 11 of 55 states that the Basis for Award will be “the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.” However, Page 29 of 55 states that “the County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules.”

These two statements contradict each other. Please clarify whether the Basis of Award on bid day will be using just the Base Bid OR using the Base Bid plus all Alternates.

Response - Delete Section 4.5.3 Basis of Award on Page 11 of 55 and replace with the following:

**4.5.3 Basis for Award.** Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

**Award Method #1:** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.

**Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates that will be used for the purpose of determining the lowest Bid price:

- 1.           X
- 2.           X
- 3.
- 4.
- 5.

**Item 4 -** The bid documents call for Three River Boulders; however, that specific boulder is no longer available. Is there a different boulder you would like to use?

Response – The plum creek boulders are acceptable for the project.

**Item 5 -** What is the Engineer’s Budget for this project?

Response – Engineer’s Cost Estimate:

Base Bid	\$2,200,000
Alternate 1	\$770,000
Alternate 2	\$780,000

**Item 6-** At the job walk meeting it was stated that the basis for award would be to the lowest bidder with bid price total of Base bid and all Alternates combined. However, the bid documents specify that the basis for award would be “Award Method #1: The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.”

Response – See Response to Item #2

**Item 7 -** The actual Bid Forms footer specify page numbers. All numbers specify a page of 55. However, after page 36 of 55, a sample contract agreement follows with contract forms. For this bid to be responsive, are you only needing the actual Bid Forms which are Pages 1 – 36 of 55? Or do the Contract Agreement and Forms also need to be submitted?

Response – In order for the bid to be responsive, the Contractor shall submit bid forms which are Pages of 1-36. Pages 37 and beyond are not required to be submitted with bid documents.

**Item 8 -** The plans don’t seem to call out truncated domes at the Commercial Driveways per Indio Std. 130. Please confirm the domes will be required at the returns.

Response – The Contractor shall install a detectable warning device per the City of Indio Standard 130 and 136. The Contractor shall install a detectable warning device per the City of Indio Standards, Caltrans Standards, and ADA requirements. There shall be no additional measurements and payment made for the detectable warning device and it shall be included in the respected item.

**Item 9 -** Are any of the electrical or landscape items considered “specialty items” that would not be calculated as part of the required self-performance scope?

Response – The electrical and landscape & irrigation items (bid item # 46, 47, 48, 50, 82, 83, 85, 105, 106, 108) shall be considered “specialty items” and would not be calculated as part of the required self-performance scope.

**Item 10 -** Once the conduit plans are released as an addendum will the bid date be moved from 9/16/20?

Response – Offsite Street Light Electrical Plans are provided with this Addendum.

**Item 11** – Attached find updated Bid Schedules.

The Contractor shall use the attached updated Base Bid Schedule, Additive Alternate 1 Bid Schedule, and Additive Alternate 2 Bid Schedule.

**Item 12** - Based on the information from the bid form and the irrigation legend, works shown on Oasis Way supposed to be part of the alternate #2. However, per irrigation plan sheet L-04, Oasis Way is shown as part of the base bid. Please confirm all works (Irrigation and planting) shown on Oasis Way would be part of the alternate #2 and not the base bid.

Response – Oasis Way shown on sheet L-04 of the irrigation plans is apart of Alternate #2 bid. The correction has been made. Use the attached landscape and irrigation plans.

**Item 13** - Per irrigation plan sheet L-03, works shown on Highway 111 has not been allocated to the base bid or the alternates. Please clarify.

Response – Highway 111 on L-03 of the irrigation plans is apart of the Base Bid. The correction has been made. Use the attached landscape and irrigation plans

**Item 14** - Provide a specification for soil conditioner materials required for the preparation of planting areas.

Response – The contractor is responsible for providing an agronomic soils report for the project. Such a report will specify the required amendments and application rates recommended.

**Item 15** - Per the bid items no.47 and no. 83, 180 days maintenance is required for this project. However, per section 3.10 on sheet L-14, (90) days maintenance period is shown. Please clarify the duration of landscape maintenance.

Response – The Contractor shall provide 180 days to maintenance for the entire project.

Base Bid	180 Days
Alternate 1	180 Days
Alternate 2	180 Days

**Item 16** - Per irrigation plan sheet L-03, confirm if the mainline from the existing 1.5'' potable water meter to the existing gate valves is existing as there is no difference between the symbol of the new & existing mainline.

Response – That is correct, the 1.5'' mainline is existing as called out on plan. There is no symbol difference in the plan.

**Item 17** - Clarify where ¾'' crushed gravel (bid item no.27) needs to be installed.

Response - ¾'' Crushed gravel is to be installed in the tree and palm pits per planting detail and irrigation valve boxes per detail.

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

95:6 HW 32 DES 0202

REGISTERED MAIL PERMIT NO. 0247091/SHREVEPORT, LA 70002

**IGRAMITE**  
**CONSTRUCTION**  
SINCE  
COMPANY 1922

38000 Monroe Street  
Indio, Ca. 92203

**DO NOT OPEN WITH REGULAR MAIL**

**SEALED PROPOSAL: JOHN J. BENOIT DETENTION  
CENTER OFFSITE STORM DRAIN, STREET, LANDSCAPE &  
TRAFFIC SIGNAL IMPROV PROJECT - PH 1**

**PROJECT #FM08110006391**

**BID DUE ~~09/16/20~~ @ 10:00 KM DIR NO: 1000000085**

**09/23/20**

County of Riverside, Clerk of the Board  
1st Floor, County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: 9/15/2020

Bidder: Desert Concepts Construction, Inc.

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

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project Phase II,

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,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** 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 Base Bid price of (state in figures) \$ 3,181,007.70 (state in words) Three Million One Hundred Eighty-One Thousand Seven dollars and Seventy cents.

The foregoing Base Bid is 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.	<b>1</b>	Date:	<b>8/27/2020</b>
Addendum No.	<b>2</b>	Date:	<b>9/15/2020</b>
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	



Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1:</b> Highway 111 from Oasis Street from Smurr Street	
Figures: \$ <u>1,426,667.40</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <b>One Million Four Hundred Twenty-Six Thousand Six Hundred Sixty-Seven</b>	
Dollars <u>Forty</u> Cents	
<b>Alternate 2:</b> Oasis Street	
Figures: \$ <u>1,689,147.20</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <b>One Million Six Hundred Eighty-Nine Thousand One Hundred Forty-Seven</b>	
Dollars <u>Twenty</u> Cents	
<b>Alternate 3:</b> insert description here	N/A
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents	
<b>Alternate 4:</b> insert description here	N/A
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents	
<b>Alternate 5:</b> insert description here	N/A
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents	

**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: **Desert Concepts Construction, Inc.**

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

Print Name: **Julio Castro**

Title: **President**

Date: **9/14/2020**

Business Address: \_\_\_\_\_  
**79775 Ave 40**  
**Indio, CA 92203**

Business Telephone: **760-200-9007**

Business Fax: **760-200-9014**

Business E-mail: **mail@desertconcepts.net**

Contractor's License: **849837**

Dept. of Industrial Relations

Registration No: **100006619**

**Corporation Bidder**

Corporate Name of Bidder: **Desert Concepts Construction, Inc.**

State of Incorporation: **California**

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

Print Name: **Julio Castro**

Title: **President**

Date: **9/14/2020**

Business Address: \_\_\_\_\_  
**79775 Ave 40**  
**Indio, CA 92203**

Business Telephone: **760-200-9007**

Business Fax: **760-200-9014**

Business E-mail: **mail@desertconcepts.net**

Contractor's License: **849837**

Dept. of Industrial Relations

Registration No: **100006619**

Space for Corporate Seal and Attestation

Attestation: \_\_\_\_\_  
**Regina Castro**  
**Vice President**

**Partnership Bidder**

Name of Bidder:           N/A          

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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:           N/A          

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

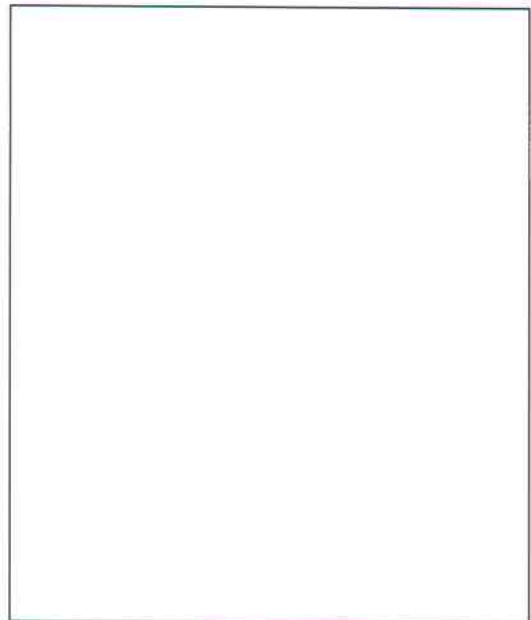
Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder:           N/A          

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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:           N/A          

Space for Corporate Seal and Attestation

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

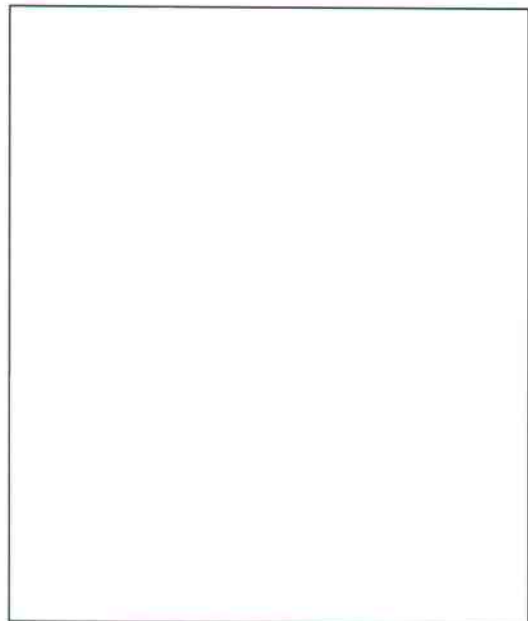
Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_



**Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street  
JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	\$197,868.00	\$197,868.00
2	TRAFFIC CONTROL SYSTEM	LS	1	\$20,667.00	\$20,667.00
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	\$10,000.00	\$10,000.00
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	\$15,000.00	\$15,000.00
<b>DEMOLITION &amp; EXCAVATION</b>					
5	CLEAR AND GRUB	LS	1	\$25,000.00	\$25,000.00
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378	\$3.00	\$1,134.00
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464	\$5.00	\$22,320.00
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187	\$4.50	\$5,341.50
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630	\$18.00	\$83,340.00
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530	\$4.50	\$47,385.00
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8	\$3,500.00	\$28,000.00
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2	\$8,000.00	\$16,000.00
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309	\$3.80	\$335,574.20
<b>STREET IMPROVEMENTS</b>					
14	CLASS II AGGREGATE BASE	CY	2,134	\$75.00	\$160,050.00
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293	\$180.00	\$772,740.00
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405	\$45.00	\$63,225.00
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125	\$42.00	\$5,250.00
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285	\$38.00	\$48,830.00
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150	\$36.00	\$5,400.00
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8	\$4,500.00	\$36,000.00
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530	\$7.00	\$73,710.00
22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910	\$18.00	\$70,380.00
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900	\$22.00	\$19,800.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622	\$20.00	\$92,440.00
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130	\$18.00	\$20,340.00
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35	\$175.00	\$6,125.00
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130	\$4.50	\$585.00
<b>RELOCATION AND ADJUSTMENT</b>					
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1	\$300.00	\$300.00
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1	\$2,500.00	\$2,500.00
30	REMOVE EXISTING BOLLARDS	EA	3	\$500.00	\$1,500.00
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1	\$15,000.00	\$15,000.00
32	REMOVE EXISTING DRIVEWAY	SF	4,915	\$7.00	\$34,405.00
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910	\$14.00	\$54,740.00
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1	\$400.00	\$400.00
35	REMOVE STREET LIGHT PULLBOX	EA	1	\$800.00	\$800.00
36	RELOCATE EXISTING SIGN	EA	1	\$1,300.00	\$1,300.00
37	REMOVE POST AND CABLE	LF	45	\$25.00	\$1,125.00
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200	\$4.00	\$800.00
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1	\$1,000.00	\$1,000.00
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	\$1,800.00	\$1,800.00
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500	\$80.00	\$40,000.00
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7	\$1,300.00	\$9,100.00
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3	\$800.00	\$2,400.00
44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7	\$1,800.00	\$12,600.00
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1	\$3,500.00	\$3,500.00
<b>LANDSCAPE AND IRRIGATION</b>					
46	LANDSCAPE AND IRRIGATION	LS	1	\$42,377.00	\$42,377.00
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	\$1,656.00	\$1,656.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1	\$120,000.00	\$120,000.00
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	\$80,000.00	\$80,000.00
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7	\$60,000.00	\$420,000.00
	<b>ADDITIONAL WORK AT FAIR GROUND BASIN</b>				
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1	\$1,200.00	\$1,200.00
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$50,000.00	\$50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$50,000.00	\$50,000.00
54	FIELD ORDERS	AL	1	\$50,000.00	\$50,000.00
SUBTOTAL					\$3,181,007.70

**Additive Alternate 1 Bid Schedule - Highway 111 from Oasis Street from Smurr Street**

**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	\$76,123.00	\$76,123.00
56	TRAFFIC CONTROL SYSTEM	LS	1	\$20,667.00	\$20,667.00
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	\$10,000.00	\$10,000.00
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	\$15,000.00	\$15,000.00
	<b>DEMOLITION &amp; EXCAVATION</b>				
59	CLEAR AND GRUB	LS	1	\$25,000.00	\$25,000.00
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147	\$3.00	\$441.00
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	950	\$5.00	\$4,750.00
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320	\$4.50	\$10,440.00



**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759	\$18.00	\$31,662.00
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150	\$4.50	\$27,675.00
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063	\$3.80	\$144,639.40
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1	\$500.00	\$500.00
<b>STREET IMPROVEMENTS</b>					
67	CLASS II AGGREGATE BASE	CY	920	\$75.00	\$69,000.00
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881	\$180.00	\$338,580.00
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640	\$45.00	\$28,800.00
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195	\$42.00	\$8,190.00
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406	\$38.00	\$53,428.00
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15	\$36.00	\$540.00
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695	\$7.00	\$4,865.00
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500	\$22.00	\$11,000.00
75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968	\$20.00	\$39,360.00
<b>RELOCATION AND ADJUSTMENT</b>					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	\$800.00	\$800.00
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1	\$1,200.00	\$1,200.00
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8	\$1,300.00	\$10,400.00
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1	\$800.00	\$800.00
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3	\$1,800.00	\$5,400.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1	\$1,200.00	\$1,200.00
<b>LANDSCAPE AND IRRIGATION</b>					
82	LANDSCAPE AND IRRIGATION	LS	1	\$89,367.00	\$89,367.00
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	\$1,840.00	\$1,840.00
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	\$65,000.00	\$65,000.00
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3	\$90,000.00	\$270,000.00
<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>					
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$20,000.00	\$20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$20,000.00	\$20,000.00
88	FIELD ORDERS	AL	1	\$20,000.00	\$20,000.00
SUBTOTAL					\$1,426,667.40

**Additive Alternate 2 - Bid Schedule - Oasis Street**

**JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	\$80,155.00	\$80,155.00
90	TRAFFIC CONTROL SYSTEM	LS	1	\$20,667.00	\$20,667.00
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	\$10,000.00	\$10,000.00
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	\$15,000.00	\$15,000.00
<b>DEMOLITION &amp; EXCAVATION</b>					
93	CLEAR AND GRUB	LS	1	\$25,000.00	\$25,000.00
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221	\$3.00	\$663.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373	\$5.00	\$11,865.00
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784	\$3.80	\$295,579.20
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010	\$18.00	\$36,180.00
<b>STREET IMPROVEMENTS</b>					
98	CLASS II AGGREGATE BASE	CY	2,184	\$75.00	\$163,800.00
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794	\$180.00	\$502,920.00
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010	\$45.00	\$90,450.00
<b>RELOCATION AND ADJUSTMENT</b>					
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16	\$1,300.00	\$20,800.00
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4	\$1,800.00	\$7,200.00
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2	\$1,200.00	\$2,400.00
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2	\$1,200.00	\$2,400.00
<b>LANDSCAPE AND IRRIGATION</b>					
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1	\$251,568.00	\$251,568.00
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	\$2,500.00	\$2,500.00
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1	\$150,000.00	\$150,000.00
<b>SUBTOTAL</b>					<b>\$1,689,147.20</b>

Method of Award

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules. The contractor shall pay prevailing wages for each craft or type of workman needed for construction or all items base bid.

The County also reserves the right to reject all bids received.

PROPOSAL TOTALS

Base Bid Items 1-54	<u>\$3,181,007.70</u>
Bid Schedule "Alt. 1" Items 55 – 88	<u>\$1,426,667.40</u>
Bid Schedule "Alt. 2" Items 89 – 107	<u>\$1,689,147.20</u>

<b>Six Million Two Hundred Ninety-Six Thousand Eight Hundred Twenty-Two and 30/100</b>	
Project Total	<u>\$6,296,822.30</u>
Items 1- 107, Alt. 1 and Alt. 2	"Words"

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

Notes:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement work completed (except where noted otherwise, such as lump sum items).

Project No. FM08110006391

Bond No. Not Applicable

## **BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned DESERT CONCEPTS CONSTRUCTION, INC. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated September 23 2020, in the amount of Ten Percent (10%) of the Total Amount of the Bid (\$                    ) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II ("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 ten percent (10%) of the Bid Amount, 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 MERCHANTS BONDING COMPANY\* ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent (10%) of the Total Amount of the Bid (\$                    ) 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 WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this <sup>\*</sup>day of September, 2020, 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**

DESERT CONCEPTS CONSTRUCTION, INC.

**(Firm Name – Principal)**

79-775 Avenue 40

Indio, California 92203

**(Business Address)**

By   
**(Original Signature)** Regina Castro

Vice President  
**(Title)**

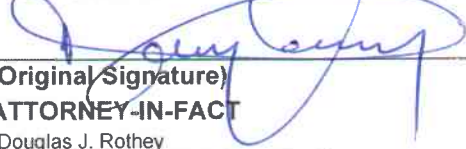
MERCENTS BONDING COMPANY (MUTUAL)

**(Corporation Name – Surety)**

P.O. Box 14498

Des Moines, Iowa 50306-3498

**(Business Address)**

By   
**(Original Signature)**  
**ATTORNEY-IN-FACT**  
Douglas J. Rothery

**Affix Corporate Seal**

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



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cynthia M Burnett; Douglas J Rothey; Erik Ulibarri; Kim Payton; Wesley J Butorac; Zach Rothey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of June, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 23rd day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of September, 2020.



*William Warner Jr.*

Secretary



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On 9/23/2020 before me, Linda Rocha, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Regina Castro  
Name(s) of Signer(s)

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 seal.

Signature Linda Rocha  
Signature of Notary Public Linda Rocha



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 Three Million One Hundred Eighty-one Thousand Seven dollars/ seventy cents (\$3,181,007.70), which amount is equal to ten percent (10%) of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

DESERT CONCEPTS CONSTRUCTION, INC.  
Print Name of Bidder

REGINA CASTRO  
Print Name of Signer

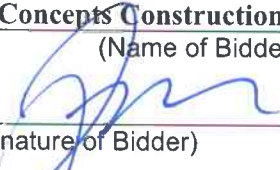
## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: 9/14/2020

Desert Concepts Construction, Inc.  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 79775 Ave 40  
Indio, CA 92203

Phone: 760-200-9007

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

(Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President of Desert Concepts Construction 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 9/16/2020 [date], at Palm Desert [city], CA [state].

  
[Signature of Declarant]

Regina Castro  
[Printed Name of Person Signing]

Desert Concepts Construction  
[Name of Bidder]

Vice President  
[Office or Title]

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On 9/16/2020 before me, Linda Rocha, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Regina Castro  
Name(s) of Signer(s)

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 seal.

Signature Linda Rocha  
Signature of Notary Public Linda Rocha



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: Non Collusion Declaration

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Iran Contracting Act

(Public Contract Code sections 2200-2208)

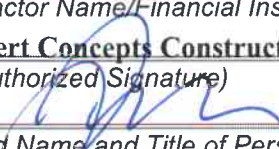
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- 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 #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> <b>Desert Concepts Construction, Inc.</b>		<i>Federal ID Number (or n/a)</i> <b>56-2307703</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Julio Castro, President</b>		
<i>Date Executed</i> <b>9/14/2020</b>	<i>Executed in</i> <b>Indio, California</b>	

**Option #2 – Exemption**            N/A

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> N/A		<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>	

**Desert Concepts Construction, Inc.**

79775 Ave 40

Indio, CA 92203

Lic: #849837 / DIR #100006619

A. B. C8, C10, C16, C23, C27, C33, C36

2020 SEP 23 AM 9:46

**SEALING BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

County Administrative Center  
ATTN: Clerk of the Board  
4080 Lemon Street  
Riverside, CA 92501

**Scaled Envelope: Project #FM08110006391**  
**John J Benoit Detention Center Offsite**  
Storm Drain, Street, Landscape and Traffic  
Signal Improvements Project Phase II



**ADDENDUM # 1**

**DATED 8/20/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507

## **CONTENTS**

- Addendum #1 Attachment
- Revised NOTICE INVITING BIDS

## **Addendum No. 1**

### **Clarifications / Changes:**

**Item 1** – The mandatory Pre-Bid Conference has been rescheduled for September 2, 2020 at 10:00 am.

**Item 2** – The bid-date (bid opening date) has been rescheduled for September 16, 2020 at 10:00 am.

## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

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 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m. on 9/16/2020**, 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 8/14/2020, and up to one hundred and twenty (120) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, PlanIT Reprographics, 39-350 Berkey Drive, Palm Desert, CA 92211, (760) 345-2500. At the time of such pick-up or request for mailing, a non-refundable fee of not to exceed seventy-five dollars (\$75.00.) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIt Reprographics, 39-350 Berkey Drive, Palm Desert, CA 92211, (760) 345-2500.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **9/2/2020**, commencing promptly at **10:00 a.m.**, at **82-503 Highway 111, Indio, CA 92201**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by **Rizaldy Baluyot** at **(951) 232-9268** or **rbaluyot@rivco.org**) at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

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

(2) 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): A); and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: roadway improvements, landscape and irrigation improvements, traffic signing & striping, and traffic signal modifications ; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 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.

**ADDENDUM # 2**

**DATED 9/14/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507

## CONTENTS

- Addendum #2 Attachment
- Revised Bid Schedule
- Electrical Plans Attached
- Revised Phasing Landscape Plans

## Addendum No. 2

### Clarifications / Changes:

**Item 1** – Revised deadlines for a request for information (RFI) and Bid Closing.

Response - The deadline for RFI is Wednesday, September 16<sup>th</sup> at 5 p.m. and the bid closing has been changed to Wednesday, September 23<sup>th</sup> at 10:00 a.m.

**Item 2** – On the pre-bid meeting agenda, it calls out bidders License required Type B.

Response - The Bidder to whom the Construction Contract 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): A); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: Roadway improvements, landscape, and irrigation improvements, traffic signing & striping and traffic signal modifications.

**Item 3** – Page 11 of 55 states that the Basis for Award will be “the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.” However, Page 29 of 55 states that “the County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules.”

These two statements contradict each other. Please clarify whether the Basis of Award on bid day will be using just the Base Bid OR using the Base Bid plus all Alternates.

Response - Delete Section 4.5.3 Basis of Award on Page 11 of 55 and replace with the following:

**4.5.3 Basis for Award.** Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

**Award Method #1:** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.

**Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates that will be used for the purpose of determining the lowest Bid price:

1.     X
2.     X
3.
4.
5.

**Item 4 -** The bid documents call for Three River Boulders; however, that specific boulder is no longer available. Is there a different boulder you would like to use?

Response – The plum creek boulders are acceptable for the project.

**Item 5 -** What is the Engineer’s Budget for this project?

Response – Engineer’s Cost Estimate:

Base Bid	\$2,200,000
Alternate 1	\$770,000
Alternate 2	\$780,000

**Item 6- At** the job walk meeting it was stated that the basis for award would be to the lowest bidder with bid price total of Base bid and all Alternates combined. However, the bid documents specify that the basis for award would be “Award Method #1: The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.”

Response – See Response to Item #2

**Item 7 -** The actual Bid Forms footer specify page numbers. All numbers specify a page of 55. However, after page 36 of 55, a sample contract agreement follows with contract forms. For this bid to be responsive, are you only needing the actual Bid Forms which are Pages 1 – 36 of 55? Or do the Contract Agreement and Forms also need to be submitted?

Response – In order for the bid to be responsive, the Contractor shall submit bid forms which are Pages of 1-36. Pages 37 and beyond are not required to be submitted with bid documents.

**Item 8 -** The plans don’t seem to call out truncated domes at the Commercial Driveways per Indio Std. 130. Please confirm the domes will be required at the returns.

Response – The Contractor shall install a detectable warning device per the City of Indio Standard 130 and 136. The Contractor shall install a detectable warning device per the City of Indio Standards, Caltrans Standards, and ADA requirements. There shall be no additional measurements and payment made for the detectable warning device and it shall be included in the respected item.

**Item 9 -** Are any of the electrical or landscape items considered “specialty items” that would not be calculated as part of the required self-performance scope?

Response – The electrical and landscape & irrigation items (bid item # 46, 47, 48, 50, 82, 83, 85, 105, 106, 108) shall be considered “specialty items” and would not be calculated as part of the required self-performance scope.

**Item 10 -** Once the conduit plans are released as an addendum will the bid date be moved from 9/16/20?

Response – Offsite Street Light Electrical Plans are provided with this Addendum.



**Item 11** – Attached find updated Bid Schedules.

The Contractor shall use the attached updated Base Bid Schedule, Additive Alternate 1 Bid Schedule, and Additive Alternate 2 Bid Schedule.

**Item 12** - Based on the information from the bid form and the irrigation legend, works shown on Oasis Way supposed to be part of the alternate #2. However, per irrigation plan sheet L-04, Oasis Way is shown as part of the base bid. Please confirm all works (Irrigation and planting) shown on Oasis Way would be part of the alternate #2 and not the base bid.

Response – Oasis Way shown on sheet L-04 of the irrigation plans is apart of Alternate #2 bid. The correction has been made. Use the attached landscape and irrigation plans.

**Item 13** - Per irrigation plan sheet L-03, works shown on Highway 111 has not been allocated to the base bid or the alternates. Please clarify.

Response – Highway 111 on L-03 of the irrigation plans is apart of the Base Bid. The correction has been made. Use the attached landscape and irrigation plans

**Item 14** - Provide a specification for soil conditioner materials required for the preparation of planting areas.

Response – The contractor is responsible for providing an agronomic soils report for the project. Such a report will specify the required amendments and application rates recommended.

**Item 15** - Per the bid items no.47 and no. 83, 180 days maintenance is required for this project. However, per section 3.10 on sheet L-14, (90) days maintenance period is shown. Please clarify the duration of landscape maintenance.

Response – The Contractor shall provide 180 days to maintenance for the entire project.

Base Bid	180 Days
Alternate 1	180 Days
Alternate 2	180 Days

**Item 16** - Per irrigation plan sheet L-03, confirm if the mainline from the existing 1.5'' potable water meter to the existing gate valves is existing as there is no difference between the symbol of the new & existing mainline.

Response – That is correct, the 1.5'' mainline is existing as called out on plan. There is no symbol difference in the plan.

**Item 17** - Clarify where ¾'' crushed gravel (bid item no.27) needs to be installed.

Response - ¾'' Crushed gravel is to be installed in the tree and palm pits per planting detail and irrigation valve boxes per detail.

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

FM08110006391

JOHN J. BENOIT DETENTION CENTER OFFSITE STORM DRAIN,  
STREET, LANDSCAPE AND TRAFFIC SIGNAL IMPROVEMENT  
PROJECT -PHASE II



PREPARED BY  
COUNTY OF RIVERSIDE  
Department of 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 the construction of the following project ("Work"):

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II

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 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m.** on **9/9/2020**, 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 8/14/2020, and up to one hundred and twenty (120) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, (760) 345-2500. At the time of such pick-up or request for mailing, a non-refundable fee of not to exceed seventy-five dollars (\$75.00.) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIt Reprographics, 77738 Flora Road, Palm Desert, CA 92211, (760) 345-2500.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **8/26/2020**, commencing promptly at **10:00 a.m.**, at **82-503 Highway 111, Indio, CA 92201**. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding. Sign language services are available for the Pre Bid Conference upon written request received by **Rizaldy Baluyot** at **(951) 232-9268** or **rbaluyo@rivco.org** at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

- (1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;
- (2) 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): A; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: roadway improvements, landscape and irrigation improvements, traffic signing & striping, and traffic signal modifications ; and
- (3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 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.

**Comment [A1]:** Project name needs to be consistent on all the documents. I have revised the name as it is provided on the first page. Please verify the full correct project name and revise further if necessary.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded prime contractor shall post job site notices as prescribed by regulation starting January 1, 2015. 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: Department of Facilities Management – Project Management Office, 3403 10<sup>th</sup> St., Ste. \_\_\_\_ Riverside, CA 92501.

## INSTRUCTIONS TO BIDDERS

### 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 to be constructed generally consists of the following: This project is in the City of Indio, consisting of furnishing all labor, technical and professional services, supervision, materials and equipment, and performing all operations necessary and required in conformity with the requirements in the specifications and plans. The Owner County of Riverside, Facilities Management – Project Management Office, is the awarding body and will administer the contract. This project is Phase II of the offsite improvements for the John J. Benoit Detention Center, consists of roadway, landscape and irrigation, signing & striping and traffic signal modification. The identifying name of the Project is John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II.

**1.2.2 Contract Time.** Final Completion must be achieved within Base bid one hundred and fifty working days (150), Base bid plus Alt. 1 one hundred and eighty working days (180), Base bid plus Alt 1 and Alt 2 two hundred working days (200) Days after the occurrence of Substantial Completion.

**1.2.3 Liquidated Damages.** The Construction Contract includes provisions: (1) permitting the County to assess liquidated damages to the Contractor of \$1,000.00 per Day for each Day after the expiration of the Contract Time for Substantial Completion that the Work is not Substantially Completed by Contractor; and (2) for payment by County to Contractor of liquidated damages to Contractor of \$1,000.00 per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Contract Time and Contract Price.

**1.2.4 County Furnished Materials.** County reserves the right to elect to furnish the following County Furnished Materials for incorporation by Contractor as part of the Work pursuant to an assignment of one or more County Materials Contract(s) in accordance with Section 2.5 of the General Conditions: materials. Said County Materials Contract(s) are available for review by Bidders at Riverside County Facilities Management – Project Management Office, 44-199 Monroe Street, Suite B, Indio, CA, (760) 863-2552. Bidder is solely responsible to familiarize itself prior to submission of its Bid with the terms and conditions of such County Materials Contract(s). County shall notify the successful Bidder prior to Award if the County elects to assign any of such County Materials Contracts to Contractor for incorporation Contractor of the County Furnished Materials as part of the Work.

**1.2.5 Licensing.** The Bidder to whom the Construction Contract 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): A); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: Roadway improvements, landscape and irrigation improvements, traffic signing & striping and traffic signal modifications.

**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.

## 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 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, the Bidder has carefully and thoroughly inspected: (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 Bidding Documents) 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 Bidders 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.

**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.** Cost breakdowns of the Bid that are provided by the Bidder are balanced, reflecting in each line item category of Work a reasonable estimate of the Bidder's cost commitments to perform that category of Work and a proportionate share of overhead and profit.

**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.

## **BIDDING DOCUMENTS**

### **3.1 COPIES**

**3.1.1 Availability.** Copies of Bidding Documents will be available, on and after 8/14/2020, and up to one hundred and twenty (120) 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, PlanIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211. At the time of such pick-up or request for mailing, a non-refundable fee of seventy-five dollars (\$75.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIT, 77738 Flora Road, Palm Desert, CA 92211. 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 mandatory Pre-Bid Conference will be conducted on 8/26/2020, commencing promptly at 10:00 a.m., at 82-503 Highway 111, Indio, CA 92201. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding. Sign language services are available for the Pre-Bid Conference upon written request received by Rizaldy Baluyot at (951) 232-9268 or rbaluyot@rivco.org at least three (3) 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 and Existing Improvements at the Site that were visible or 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 9:00 a.m. and 5:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the three (3) Day prior to Bid Closing Deadline, by hand delivery, mail, fax or e-mail to the following: Albert A. Webb Associates, 3788 McCray Street, Riverside, CA 92506, phone (951) 320-6003, fax (951) 788-1256, [deborah.saulina@webbassociates.com](mailto:deborah.saulina@webbassociates.com). 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 Bidder shall make requests for Substitutions on the County's Request for Substitution form included in the Bidding Documents. Such requests shall comply with the requirements of the Bidding Documents, including without limitation, the Plans and Specifications. 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, 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; (3) a statement that the Bidder accepts responsibility for the inclusion in its Bid of all of the costs of implementing the Substitution, including, without limitation, the costs of any related changes to the Work, 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 Bidder understands and agrees that if the Substitution is not approved and the Bidder submits a Bid, Bidder will provide the Work as specified in the Bidding Documents without such Substitution. The burden of proof of the merit of a proposed Substitution is entirely upon the Bidder requesting the Substitution.

**3.3.2 Deadline for Submission.** Any completed Request for Substitution form that Bidders wishes to have considered by County must be submitted, between the hours of 9:00 a.m. and 4:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than (8/31/2020) seventh (7th) Day prior to the Bid Closing Deadline, in writing, by hand delivery, mail, or fax to the following: Riverside County Facilities Management – Project Management Office, 44-199 Monroe Street, Suite B, Indio, CA 92201, phone (760) 863-2552, fax (760) 863-2551. 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 Bidder 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. An Addendum shall be issued to all Bidders describing any Substitution properly and timely requested prior

to the Bid Closing Deadline that is approved by the County. Failure by County to respond to a properly and timely submitted Request for Substitution prior to 11:00 a.m. of the second (2nd) working day before the Bid Closing Deadline shall be automatically deemed to be a disapproval by County thereof.

**3.3.4 Standards.** In evaluating a Request for Substitution form submitted by a Bidder, the materials, products and equipment described in the Bidding 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 Bidder has submitted a Request for Substitution form and the request for Substitution is denied, or deemed denied, by the County and the Bidder thereafter submits a Bid and receives the Award, then the Bidder shall execute the Construction Contract and provide the Work as specified, without such Substitution and at no additional cost or expense to the County.

**3.3.6 No Postponement.** Delays associated with the review, processing or approval of a Request for Substitution form submitted by Bidder shall not entitle Bidder to a postponement of the deadlines set forth in the Bidding Documents.

**3.3.7 No Bid Adjustment.** Neither approval nor disapproval of a Request for Substitution form shall be grounds for adjustment of a Bid.

#### 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 Riverside County Facilities Management – Project Management Office, 44-199 Monroe Street, Suite B, Indio, CA 92201, 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.

### 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 both words and figures. In case of discrepancy, the amount written in words shall govern.

**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 Designation of Subcontractors, in the form specified in the Bidding Documents;
- and
- .5 Non-Collusion Declaration, in the form specified in the Bidding Documents.
  - .6 Iran Contracting Act Certification

**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 Bidder shall submit, on the Designation of Subcontractors form specified in the Bidding Documents, 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). Unless the Notice Inviting Bids expressly states otherwise, any information requested in the Designation of Subcontractors other than a Subcontractor's name and location of business must be submitted as part of the Bid and may not be submitted after the Bid Closing Deadline. If additional sheets are needed to provide the information requested in the Designation of Subcontractors, they shall be included by Bidder as part of its Bid and

shall accompany the Designation of Subcontractors. If bidding of Alternates is called for by the Bidding Documents and the Bidder intends to use different or additional Subcontractors or if acceptance of the Alternate by County would cause the value of the Work to be performed by a Subcontractor not identified in the Designation of Subcontractors accompanying the Base Bid to exceed the threshold dollar amount required by Applicable Law for listing of Subcontractors, then a separate Designation of Subcontractors form must be submitted for each such Alternate. If the Bidding Documents require the performance of Work for which the Bidder or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Bidder intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Bidder shall, without limitation to any other information that may be required by Applicable Laws, include in the Designation of Subcontractors the name of such Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

**4.1.11 Builder's All Risk (Course of Construction) Insurance.** The Bid Form states whether the Bidder shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage that conforms to the requirements set forth in Subparagraph 11.1.1.5 and the other applicable provisions of Article 11 of the General Conditions. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT exercised at any time prior to award TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

**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.

**4.1.16 Registration with Department of Industrial Relations.** Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public

Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 after April 1, 2015, without proof of current registration to perform public works.

## 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 equal to at least ten percent (10%) of the Bid Amount, as a guarantee that the Bidder, if awarded the Construction Contract, will enter into a Construction 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 Construction Contract 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 Construction Contract 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 Thursday (excepting Holidays) between the hours of 8:00 a.m. to 5:00 p.m. up to the Bid Closing Deadline of 10:00 a.m. on 9/9/2020. 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.

**4.5 BID ALTERNATES**

**4.5.1 Alternates.** The Bidding Documents  do  do not include Alternates

**4.5.2 Bid Form.** If Alternates are included in the Bidding Documents, then a Bid amount for each and every such Alternate shall be included in the spaces provided in the Bid Form for that purpose. If the Bidder determines that the Alternate does not affect the amount of its Base Bid, then the Bidder shall enter "No Change" in the Bid Form.

**4.5.3 Basis for Award.** Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

**Award Method #1.** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder's prices on the Alternates.

**Award Method #2.** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates that will be used for the purpose of determining the lowest Bid price:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**Award Method #3:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternate taken in the order as shown below which, when the Bidder's amount for the Alternate is added to or deducted from such Base Bid price, are less than, or equal to, the funding amount publicly disclosed by the County before the first Bid is opened:

- 1. \_\_\_\_\_

2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Award Method #4:** The lowest Bid price shall be determined in a manner that will prevent any information that would identify any of the Bidders or any of their Subcontractors from being revealed to the County before the ranking of Bidders from lowest to highest has been determined.

**4.5.4 Bid Escrow Provisions.** The following provisions apply only if Subparagraph 4.5.4.1, below, provides that a Bid Escrow will be used for the Project.

**.1 Bid Escrow.** A Bid Escrow  will  will not be used for the Project.

**.2 Escrow Bid Documents.** Escrow Bid Documents, as that term is defined in the General Conditions, shall: (1) be in English; (2) be legible; (3) be detailed and comprehensive, showing a complete breakdown of quantities, prices, productivity calculations, crew sizes, direct and repair labor, plant and equipment usage, general conditions (i.e., direct overhead) costs, indirect overhead and profit and contingencies, and all other numerical factors used to compute the Bid (provided, however, with respect to Bid items having an estimated cost under \$10,000, estimated unit costs are acceptable without detailed cost estimates provided that the indirect costs, contingencies and markups are shown and allocated); (4) if estimates are based, in whole or in part, on a Geological Baseline Report (GBR) or other report on surface or subsurface conditions at the Site, clearly reference any statements, data, opinions or recommendations used or relied upon from the GBR or such other report; and (5) if the Bidder's Bid is based on a price from a Sub-Bidder that exceeds five percent (5%) of the Bid Amount, provide documentation and electronic files from such Sub-Bidder relating to its bid submitted to Bidder that comply with all of the requirements herein for Escrow Bid Documents, in which case such documents and electronic files from such Sub-Bidder shall be considered and submitted by Bidder as part of the Escrow Bid Documents that are required to be submitted pursuant to this Paragraph 4.5.4.

**.3 Deposit with County.** Each of the Bidders submitting the apparent three (3) lowest Bid prices shall place its Escrow Bid Documents in a sealed container, marked on the outside with (1) the words "Escrow Bid Documents", (2) the name of the Project, (3) Bidder's name and (4) the date of submission. The sealed container with the Escrow Bid Documents shall be delivered by such Bidders to the County, at the place for submission of Bids, within twenty-four (24) hours after the Bid Closing Deadline.

**.4 Review by County.** County will review the Escrow Bid Documents of the apparent successful Bidder to ensure that the Escrow Bid Documents comply with the requirements of this Paragraph 4.5.4, and any other requirements of the Bidding Documents relating to use of a bid escrow. Such review shall not constitute approval or acceptance by County of the proposed means, methods, techniques or procedures of the Bidder, confirmation by County that the Escrow Bid Documents comply with the Bidding Documents, nor shall such review or alter any term or condition of the Contract Documents.

**.5 Noncompliance by Bidder.** Failure by Bidder to comply with any of the requirements of this Paragraph 4.5.4 or any other requirements of the Bidding Documents relating to use of a bid escrow shall be grounds for County to determine that the Bidder's Bid is non-responsive. Without limitation to the foregoing, County shall have the right, in the exercise of its sole and absolute discretion, if it finds that the Escrow Bid Documents submitted by a Bidder do not so comply to: (1) direct that the

Bidder submit the required documentation and electronic files within twenty-four (24) hours of written request by County; and/or (2) discuss with the Bidder any questions that may exist concerning the Escrow Bid Documents in an effort to clarify and reconcile the information contained in the Escrow Bid Documents.

**.6 Escrow Procedure.** The Escrow Bid Documents of the successful Bidder receiving the Award shall be placed and held in storage at a safe and secure location, at the expense of County, for the duration of the performance of the Work and until the later of (1) ninety (90) Days after Final Completion is achieved or (2) final resolution by settlement or final judgment in legal proceedings of all disputes relating to the Construction Contract or Work (the "Escrow Bid Documents Storage Period"). Escrow Bid Documents of the unsuccessful Bidders will be returned to them within sixty (60) Days following Award. Upon expiration of the Escrow Bid Documents Storage Period, County shall destroy or return to Bidder, and shall not retain, copies of that Bidder's Escrow Bid Documents. County will take reasonable steps to protect and preserve the Escrow Bid Documents from damage; however, County shall not be liable for damage or loss occasioned by circumstances beyond the reasonable control of County, such as, without limitation, fire or Acts of God.

**.7 Bidder's Warranty and Representation.** Submission by a Bidder of its Escrow Bid Documents shall constitute a warranty and representation by such Bidder that it has no other written documents or electronic files containing information used in computing its Bid that are within the definition of Escrow Bid Documents as defined in the Bidding Documents and that Bidder agrees, in the event it receives Award of the Construction Contract, that it shall have no right to submit or offer into evidence in any legal proceedings in support of any request for Contract Adjustment, Claim or other request for any legal remedy or relief, any documentation or electronic files constituting Escrow Bid Documents that were not included in the Escrow Bid Documents submitted by Bidder.

**.8 Not Contract Documents.** The contents of the Escrow Bid Documents shall not be considered part of the Contract Documents.

**.9 Property Rights, Confidentiality.** The Escrow Bid Documents are, and shall always remain, the property and confidential information of the Bidder, subject to rights of review by the County and Bidder and other Permitted Uses as further described below. To the maximum extent permitted by Applicable Laws, County shall safeguard the Escrow Bid Documents, and all information contained therein, against disclosure and in so doing shall not disclose the Escrow Bid Documents to anyone who is not an employee, attorney or consultant of the County having a reason and need to review the Escrow Bid Documents in connection with one or more of the Permitted Uses.

**.10 Permitted Uses.** The Escrow Bid Documents may be opened, examined and used at any time by County or Bidder (including, without limitation, admission into evidence in any legal proceedings) for the purposes of aiding in an evaluation by County or Bidder, or a resolution by negotiation, settlement or legal proceedings, of a dispute between County and Bidder involving: (1) the submission or content of the Escrow Bid Documents submitted by Bidder; (2) a request by Bidder for relief from its Bid or for relief from any other obligation of Bidder in connection with the bidding process; (3) questions or disputes over the Bidder's right to, or the terms of, a Contract Adjustment; or (4) a Claim or other demand by County or Bidder for a legal remedy or recovery of money ("Permitted Uses") Escrow Bid Documents shall not be used for any other purpose.

**.11 Examination.** Examination of the Escrow Bid Documents shall be in the presence of a representative of both County and Contractor unless a party fails, after reasonable notice from the party seeking to examine the Escrow Bid Documents, to arrange for a representative to be present, in which case the examination may take place by the requesting party alone. Copies of any portion of the Escrow Bid Documents may be made by either County or Bidder at the time of examination.



## 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 the Construction Contract to the responsible Bidder submitting a Bid in accordance with the requirements of the Bidding Documents for the lowest Bid Amount.

**5.4.2 Notice of Award.** Within fourteen (14) 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 Construction Contract. 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 Construction Contract provided that each and all of the following are complied with:

.12 The bid protest is in writing.

.13 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) 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.

.14 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.

.15 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 in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder

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

## POST- AWARD

### 6.1 POST- AWARD SUBMITTALS

**6.1.1 Construction Contract.** The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the Construction Contract and return it to the County within three (3) Days after issuance by County to Bidder of the Construction Contract from the County and prior to execution of the Construction Contract 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 at 3403 10<sup>th</sup> Street, 4<sup>th</sup> Floor, Riverside, CA 92501:

**.16** within ten (10) 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;

**.17** within twenty-one (21) Days after issuance by County to Bidder of the Notice of Intent to Award, such Bidder shall submit to the County the following:

- (1) Construction Schedule, prepared by Bidder in the manner required by Section 3.9 of the General Conditions and Section section no. of the Specifications; and
- (2) Schedule of Values, prepared by Bidder in the manner required by Section 9.3 of the General Conditions and Section section no. of the Specifications.

**6.1.3 Failure to Submit.** Failure of the successful Bidder to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 and 6.1.2, above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the Construction Contract 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, 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.

## 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 Construction Contract; 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 Contract Price. The penal sum shall be increased for Contract Adjustments increasing the Contract Price that are authorized by Change Order or Unilateral Change Orders.

**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.

## 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 Chair, or designee.

## BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 09/21/2020

Bidder: Hardy & Harper, Inc.

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

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project Phase II,

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,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; 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 Base Bid price of (state in figures) \$ 2,576,000 (state in words) Two million five hundred seventy-six thousand dollars and zero cents.

The foregoing Base Bid is 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.	1	Date:	08/20/2020
Addendum No.	2	Date:	09/14/2020
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ _____ Words: _____ _____ Dollars _____ Cents	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 2: insert description here</b>	
Figures: \$ _____ Words: _____ _____ Dollars _____ Cents	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 3: insert description here</b>	
Figures: \$ _____ Words: _____ _____ Dollars _____ Cents	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 4: insert description here</b>	
Figures: \$ _____ Words: _____ _____ Dollars _____ Cents	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 5: insert description here</b>	
Figures: \$ _____ Words: _____ _____ Dollars _____ Cents	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change

**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: N/A

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: Hardy & Harper, Inc.

State of Incorporation: California

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

Print Name: Michael Murray

Title: Vice President

Date: 09/21/2020

Business Address: \_\_\_\_\_

32 Rancho Circle Lake Forest, CA 92630

\_\_\_\_\_

\_\_\_\_\_

Business Telephone: 714-444-1851

Business Fax: 714-444-2801

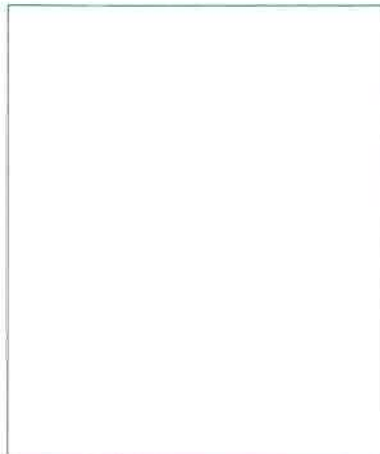
Business E-mail: ablanchard@hardyandharper.com

Contractor's License: 215952

Dept. of Industrial Relations

Registration No: 1000000076

Space for Corporate Seal and Attestation



**Partnership Bidder**

Name of Bidder: N/A \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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: N/A

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License:  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: N/A

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

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

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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: N/A

Space for Corporate Seal and Attestation

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

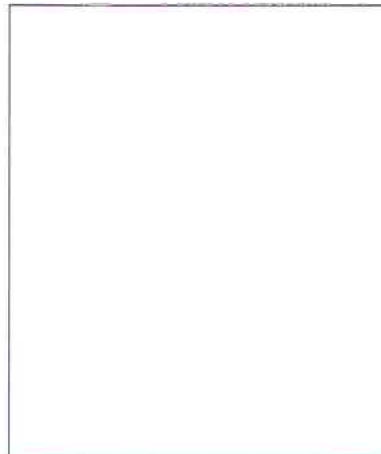
Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_



**Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street**  
**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS**  
 (Prevailing Wage Construction Items)

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	324,696.05	324,696.05
2	TRAFFIC CONTROL SYSTEM	LS	1	85,000	85,000
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	12,000	12,000
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	20,000	20,000
<b>DEMOLITION &amp; EXCAVATION</b>					
5	CLEAR AND GRUB	LS	1	100,000	100,000
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378	5.00	1,890
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464	2.30	10,267.20
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187	6.00	7,122
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630	18.00	83,340
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530	2.50	26,325
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8	1,500	12,000
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2	3,700	7,400
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309	3.25	287,004.25
<b>STREET IMPROVEMENTS</b>					
14	CLASS II AGGREGATE BASE	CY	2,134	56.00	119,504.00
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293	75.00	321,975.00
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405	29.00	40,745
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125	29.00	3,625
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285	15.00	19,275
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150	20.00	3,000
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8	3,000	24,000
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530	6.00	63,180
22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910	15.00	58,650
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900	12.00	10,800

ADDENDUM 2

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622	12.00	55,464
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130	9.00	10,170
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35	200.00	7,000
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130	<del>8.00</del> 6.00 (SK)	<del>1,040.00</del> 780.00 (SK)
<b>RELOCATION AND ADJUSTMENT</b>					
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1	500.00	500.00
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1	3,500	3,500
30	REMOVE EXISTING BOLLARDS	EA	3	800.00	2,400
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1	6,200	6,200
32	REMOVE EXISTING DRIVEWAY	SF	4,915	4.50	22,117.50
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910	6.00	23,460.00
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1	600.00	600.00
35	REMOVE STREET LIGHT PULLBOX	EA	1	1,000	1,000.00
36	RELOCATE EXISTING SIGN	EA	1	500.00	500.00
37	REMOVE POST AND CABLE	LF	45	50.00	2,250.00
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200	5.00	1,000.00
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1	5,000	5,000
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	1,000	1,000
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500	5.00	2,500
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7	1,250.00	8,750.00
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3	800.00	2,400
44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7	1,050.00	7,350
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1	14,000	14,000
<b>LANDSCAPE AND IRRIGATION</b>					
46	LANDSCAPE AND IRRIGATION	LS	1	130,000	130,000
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	9,000	9,000

ADDENDUM 2

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1	300,000	300,000
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	12,000	12,000
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7	15,000	15,000 105,000.00
	<b>ADDITIONAL WORK AT FAIR GROUND BASIN</b>				
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1	50,000	50,000
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$50,000.00	\$50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$50,000.00	\$50,000.00
54	FIELD ORDERS	AL	1	\$50,000.00	\$50,000.00

SUBTOTAL

**Additive Alternate 1 Bid Schedule - Highway 111 from Oasis Street from Smurr Street**

**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	30,100.25	30,100.25
56	TRAFFIC CONTROL SYSTEM	LS	1	15,000	15,000
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	3,000	3,000
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	3,000	3,000
	<b>DEMOLITION &amp; EXCAVATION</b>				
59	CLEAR AND GRUB	LS	1	20,000	20,000
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147	5.00	735.00
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	950	2.30	2,185.00
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320	18.00	41,760

ADDENDUM 2

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759	6.00	10,554.00
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150	2.50	15,375.00
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063	3.25	123,704.75
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1	1,000.00	1,000.00
<b>STREET IMPROVEMENTS</b>					
67	CLASS II AGGREGATE BASE	CY	920	56.00	51,520.00
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881	75.00	141,075.00
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640	29.00	18,560.00
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195	29.00	5,655.00
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406	15.00	21,090.00
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15	20.00	300.00
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695	6.00	4,170.00
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500	12.00	6,000.00
75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968	12.00	23,616.00
<b>RELOCATION AND ADJUSTMENT</b>					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	800.00	800.00
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1	1,600.00	1,600.00
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8	1,250.00	10,000.00
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1	800.00	800.00
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3	1,050.00	3,150.00

ADDENDUM 2

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1	1,250	10,000
	<b>LANDSCAPE AND IRRIGATION</b>			100,000	
82	LANDSCAPE AND IRRIGATION	LS	1	<del>100,000</del> <sup>800,000</sup> SK	<del>100,000</del> <sup>800,000</sup> SK
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	3,000	3,000
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	5,000	5,000
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3	12,000	36,000
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$20,000.00	\$20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$20,000.00	\$20,000.00
88	FIELD ORDERS	AL	1	\$20,000.00	\$20,000.00

SUBTOTAL

**Additive Alternate 2 - Bid Schedule - Oasis Street**

**JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS**

(Prevailing Wage Construction Items)

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	38,825.50	38,825.50
90	TRAFFIC CONTROL SYSTEM	LS	1	15,000	15,000
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	3,000	3,000
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	3,000	3,000
	<b>DEMOLITION &amp; EXCAVATION</b>				
93	CLEAR AND GRUB	LS	1	15,000	15,000
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221	5.00	1,105.00

ADDENDUM 2

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373	2.30	5,457.90
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784	2.65	206,127.60
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010	18.00	36,180
<b>STREET IMPROVEMENTS</b>					
98	CLASS II AGGREGATE BASE	CY	2,184	56.00	122,304.00
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794	75.00	209,550.00
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010	15.00	30,150
<b>RELOCATION AND ADJUSTMENT</b>					
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16	1,250.00	20,000
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4	1,050.00	4,200
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2	1,250	2,500
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2	1,050	2,100
<b>LANDSCAPE AND IRRIGATION</b>					
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1	100,000	100,000
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	3,000	3,000
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1	12,500	12,500

SUBTOTAL

Method of Award

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules. The contractor shall pay prevailing wages for each craft or type of workman needed for construction or all items base bid.

The County also reserves the right to reject all bids received.



PROPOSAL TOTALS

Base Bid Items 1-54		\$ <u>2,576,000</u>
Bid Schedule "Alt. 1" Items 55 – 88		\$ <u>760,000</u>
Bid Schedule "Alt. 2" Items 89 – 107		\$ <u>830,000</u>
Project Total Items 1- 107, Alt. 1 and Alt. 2	<u>Four million one hundred sixty-six thousand dollars and zero cents</u> "Words"	\$ <u>4,166,000.00</u>

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

Notes:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement work completed (except where noted otherwise, such as lump sum items).

Project No. FM08110006391

Bond No. CSBA-15033

### **BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Hardy & Harper, Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated September 16th 2020 in the amount of Four million one hundred sixty-six thousand dollars (\$4,166,000) (Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders) ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II ("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 ten percent (10%) of the Bid Amount, 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 Ten Percent of Amount Bid (\$ 10% ) 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.

\*Fidelity and Deposit Company of Maryland

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.

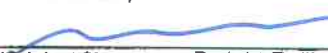
Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to

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 WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of September 11th, 2020, 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.

Hardy & Harper, Inc.  
**(Firm Name - Principal)**  
32 Rancho Circle  
Lake Forest, CA 92630  
**(Business Address)**  
By   
**(Original Signature)** Michael Murray  
Vice President  
**(Title)**

**Affix Seal if Corporation**

Fidelity and Deposit Company of Maryland  
**(Corporation Name - Surety)**  
777 South Figueroa Street, Suite 3900  
Los Angeles, CA 90017  
**(Business Address)**  
By   
**(Original Signature)** Dwight Reilly  
**ATTORNEY-IN-FACT**

**Affix Corporate Seal**

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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 09/11/2020 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Dwight Reilly,  
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 seal.



Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of September, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Fidelity and Deposit Company of Maryland**

of Illinois, organized under the laws of Illinois, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,  
Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle,  
Automobile, Aircraft and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 12<sup>th</sup> day of March, 2019, I have set my hand and caused my official seal to be affixed this 12<sup>th</sup> day of March, 2019.



Ricardo Lara  
Insurance Commissioner

Valerie Sarfaty  
for Catalina Hayes-Bautista  
Insurance Chief Deputy

By

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On September 11, 2020 before me, Ashlie Blanchard, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Michael Murray  
Name(s) of Signer(s)

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 seal.



Signature Ashlie Blanchard  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

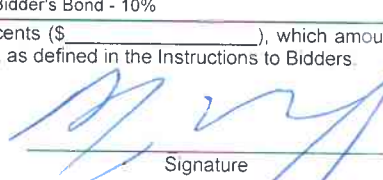


## BID SECURITY RECEIPT

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 \_\_\_\_\_ Bidder's Bond - 10%  
dollars/\_\_\_\_\_ cents (\$\_\_\_\_\_), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

Hardy & Harper, Inc.  
\_\_\_\_\_  
Print Name of Bidder

Michael Murray - Vice President  
\_\_\_\_\_  
Print Name of Signer

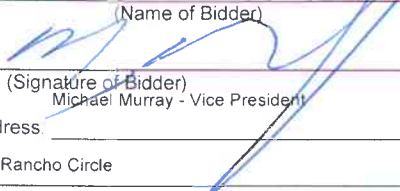
## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
Landscape	Marina	Orange, CA
striping	Cal Stripe	Colton, CA
storm drain	O'Duffy	Romoland, CA
Utility adj.	EBS	Corona, CA
clearing	V & E	Orange, CA
electrical	<del>Betco</del> (SK) MSL	<del>Chino, CA</del> (SK) Anaheim

Date: 09/21/2020

Hardy & Harper, Inc.  
\_\_\_\_\_  
(Name of Bidder)

By:   
\_\_\_\_\_  
(Signature of Bidder)  
Michael Murray - Vice President

Address: \_\_\_\_\_  
32 Rancho Circle  
\_\_\_\_\_  
Lake Forest, CA 92630  
\_\_\_\_\_

Phone: 714-444-1851

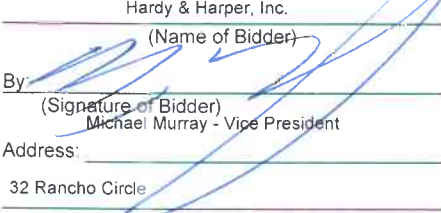
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<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: 09/21/2020

Hardy & Harper, Inc.  
 \_\_\_\_\_  
 (Name of Bidder)

By:   
 \_\_\_\_\_  
 (Signature of Bidder)  
 Michael Murray - Vice President

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 32 Rancho Circle  
 \_\_\_\_\_  
 Lake Forest, CA 92630  
 \_\_\_\_\_

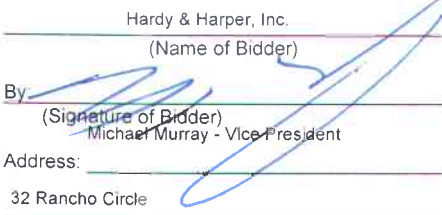
Phone: 714-444-1851

**DESIGNATION OF SUBCONTRACTORS**

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<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: 09/21/2020

Hardy & Harper, Inc.  
 (Name of Bidder)  
 By   
 (Signature of Bidder)  
Michael Murray - Vice President  
 Address: \_\_\_\_\_  
32 Rancho Circle  
Lake Forest, CA 92630  
 \_\_\_\_\_  
 Phone: 714-444-1851

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

(Public Contract Code Section 7106)

The undersigned declares:


I am the Vice President of Hardy & Harper, Inc., 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 09/21/2020 [date], at Lake Forest [city], California [state].

  
\_\_\_\_\_  
[Signature of Declarant]  
Michael Murray  
\_\_\_\_\_  
[Printed Name of Person Signing]  
Hardy & Harper, Inc.  
\_\_\_\_\_  
[Name of Bidder]  
Vice President  
\_\_\_\_\_  
[Office or Title]

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)

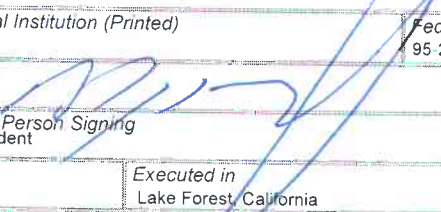
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- 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 #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> Hardy & Harper, Inc.		<i>Federal ID Number (or n/a)</i> 95 2251022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Michael Murray - Vice President		
<i>Date Executed</i> 09/21/2020	<i>Executed in</i> Lake Forest, California	

**Option #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>	

"Sealed Bid for:  
John J. Benoit Detention Center  
Offsite Storm Drain, Street, Landscape  
and Traffic Signal Improvement Project - Phase II"

ATTN: Clerk of  
County Adminis  
1st Floor  
4080 Lemon  
Riverside, CA

Hardy and Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92650



**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

2020 SEP 23 AM 9:59  
CLERK OF THE BOARD OF SUPERVISORS

the Board  
reative Center  
Street  
92501

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR

FM08110006391

JOHN J. BENOIT DETENTION CENTER OFFSITE STORM DRAIN,  
STREET, LANDSCAPE AND TRAFFIC SIGNAL IMPROVEMENT  
PROJECT -PHASE II



PREPARED BY  
COUNTY OF RIVERSIDE  
Department of Facilities Management  
Project Management Office

**ADDENDUM # 2**

**DATED 9/14/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



**PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507**

**ADDENDUM # 1**

**DATED 8/20/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



**PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507**

## BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 9/22/2020  
 Bidder: All American Asphalt

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

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project Phase II,

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,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; 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 Base Bid price of (state in figures) \$ 4,181,038.30 (state in words) four million one hundred eighty one thousand thirty eight dollars and thirty cents.

The foregoing Base Bid is 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.	1	Date:	8/20/20
Addendum No.	2	Date:	9/15/20
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 2: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 3: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 4: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 5: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	

**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: N/A

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

Print Name: N/A

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: N/A

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: All American Asphalt

State of Incorporation: California

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

Print Name: Edward J Carlson

Title: Vice President

Date: 9/22/2020

Business Address: \_\_\_\_\_  
400 East Sixth St Corona, CA 92879

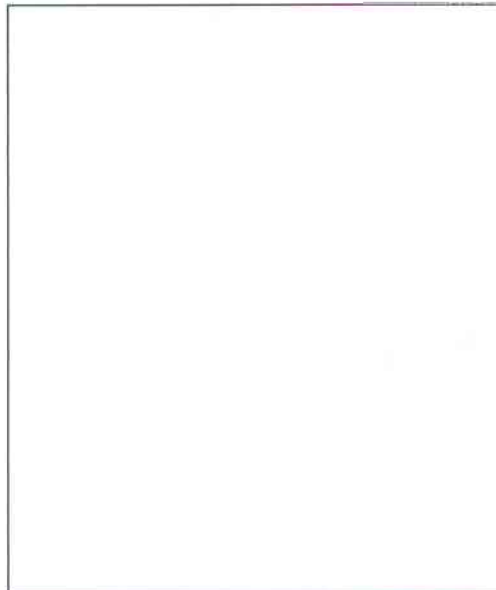
Business Telephone: (951) 736-7600

Business Fax: (951) 736-7646

Business E-mail: publicworks@allamericanasphalt.com

Contractor's License: 267073 A,C-12  
Dept. of Industrial Relations  
Registration No: 100001051

Space for Corporate Seal and Attestation





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

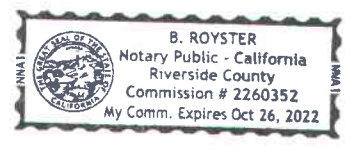
State of California

County of Riverside

On September 22, 2020 before me, B. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson  
Name of Signer(s)

\_\_\_\_\_



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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature B. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Corporate Bidder - County of Riverside

Document Date: September 22, 2020 Number of Pages: 1

Signer(s) Other Than Named Above: None

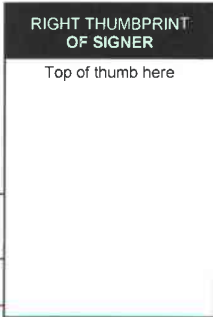
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward J. Carlson  
 Individual  
 Corporate Officer — Title(s): Vice President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_



ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
P.O. BOX 2229, CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267973 AC12  
DIR #1000001051

**CORPORATE RESOLUTION**

Resolved, that this Corporation, All American Asphalt, on January 7, 2020 authorizes Edward J. Carlson to execute contracts and agreements on behalf of the company in the capacity of Vice President.

Michael Farkas

Secretary

**Partnership Bidder**

Name of Bidder:           N/A          

By: \_\_\_\_\_  
       (Signature)

Print Name:           N/A          

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

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

Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Business Telephone:       N/A      

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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:           N/A          

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
       (Signature)

Print Name:           N/A          

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

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

Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Business Telephone:       N/A      

Business Fax: \_\_\_\_\_

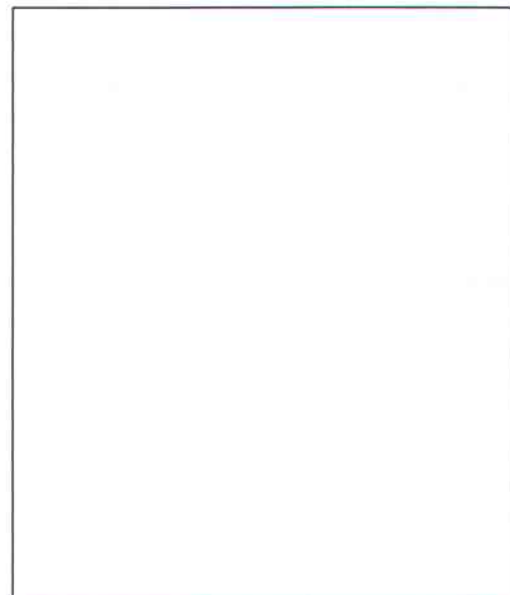
Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: N/A \_\_\_\_\_

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

Print Name: N/A \_\_\_\_\_

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

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

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: N/A \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

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: N/A \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

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

Print Name: N/A \_\_\_\_\_

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

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

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

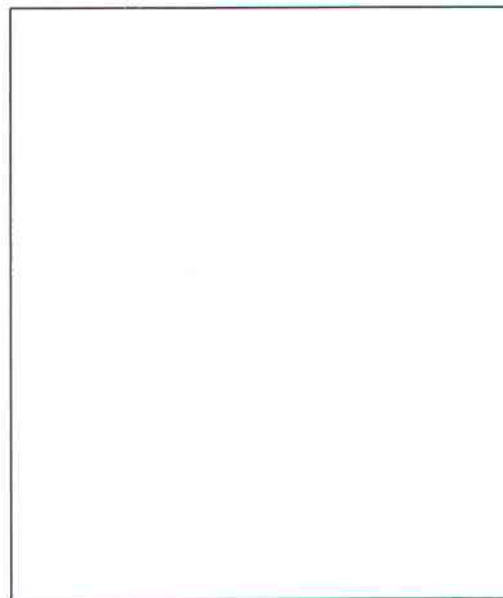
Business Telephone: N/A \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation





CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **267073**

Entity Type **CORP**

Business Name **ALL AMERICAN ASPHALT**

Classification **A C12**



Expiration Date **01/31/2022**

[www.cslb.ca.gov](http://www.cslb.ca.gov)

**Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street**  
**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS**  
**(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	210,000	210,000
2	TRAFFIC CONTROL SYSTEM	LS	1	177,000	177,000
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	15,840	15,840
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	29,600	29,600
<b>DEMOLITION &amp; EXCAVATION</b>					
5	CLEAR AND GRUB	LS	1	27,300	27,300
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378	10	3,780
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464	2.80	12,499.20
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187	1.30	1,543.10
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630	10	46,300
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530	2	21,060
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8	1,840	14,720
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2	4,460	8,920
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309	2.80	247,265.20
<b>STREET IMPROVEMENTS</b>					
14	CLASS II AGGREGATE BASE	CY	2,134	45	96,030
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293	84	360,612
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405	33	46,365
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125	35.60	4,450
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285	23.70	30,454.50
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150	26.50	3,975
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8	4,910	39,280
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530	6.80	71,604
22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910	15.50	60,605
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900	15.20	13,680

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622	16.20	74,876.40
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130	11.60	13,108
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35	255	8925
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130	116	15080
<b>RELOCATION AND ADJUSTMENT</b>					
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1	105	105
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1	6790	6790
30	REMOVE EXISTING BOLLARDS	EA	3	320	960
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1	6920	6920
32	REMOVE EXISTING DRIVEWAY	SF	4,915	7	34405
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910	8	31,280
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1	2270	2270
35	REMOVE STREET LIGHT PULLBOX	EA	1	209	209
36	RELOCATE EXISTING SIGN	EA	1	105	105
37	REMOVE POST AND CABLE	LF	45	209	9405
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200	32	6400
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1	4940	4940
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	262	262
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500	11	5,500
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7	1,040	7,280
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3	327	981
44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7	1,443	10,101
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1	16,560	16,560
<b>LANDSCAPE AND IRRIGATION</b>					
46	LANDSCAPE AND IRRIGATION	LS	1	78,840	78,840
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	9400	9400

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1	312,200	312,200
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	13400	13400
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7	14900	104,300
	<b>ADDITIONAL WORK AT FAIR GROUND BASIN</b>				
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1	50,800	50,800
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$50,000.00	\$50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$50,000.00	\$50,000.00
54	FIELD ORDERS	AL	1	\$50,000.00	\$50,000.00

SUBTOTAL

~~2,518,184.40~~

\$2,518,185.40

**Additive Alternate 1 Bid Schedule - Highway 111 from Oasis Street from Smurr Street**

**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	38000	38000
56	TRAFFIC CONTROL SYSTEM	LS	1	23,710	23,710
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	3200	3200
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	29600	29600
	<b>DEMOLITION &amp; EXCAVATION</b>				
59	CLEAR AND GRUB	LS	1	13,800	13,800
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147	10	1470
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	950	2.10	2,000
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320	10	23,200



ADDENDUM 2

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759	4	7,036
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150	2	12,300
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063	2.80	106,576.40
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1	209	209
<b>STREET IMPROVEMENTS</b>					
67	CLASS II AGGREGATE BASE	CY	920	45	41,400
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881	84	158,004
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640	33.50	21,440
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195	33.50	6,532.50
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406	24.24	33,744
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15	34	510
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695	7.30	5,073.50
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500	15	7,500
75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968	16.40	32,275.20
<b>RELOCATION AND ADJUSTMENT</b>					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	326	326
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1	4280	4280
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8	1045	8,360
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1	330	330
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3	1,440	4,320

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1	1,440	1,440
	<b>LANDSCAPE AND IRRIGATION</b>				
82	LANDSCAPE AND IRRIGATION	LS	1	49,000	49,000
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	3,130	3,130
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	5,480	5,480
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3	11,440	34,320
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$20,000.00	\$20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$20,000.00	\$20,000.00
88	FIELD ORDERS	AL	1	\$20,000.00	\$20,000.00

SUBTOTAL

\$739,226.60

**Additive Alternate 2 - Bid Schedule - Oasis Street**

**JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS**

(Prevailing Wage Construction Items)

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	37,000	37,000
90	TRAFFIC CONTROL SYSTEM	LS	1	35,000	35,000
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	2,120	2,120
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	29,000	29,000
	<b>DEMOLITION &amp; EXCAVATION</b>				
93	CLEAR AND GRUB	LS	1	9,900	9,900
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221	10.50	2,320.50

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373	1.80	4,271.40
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784	2.70	210,216.80
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010	10	20,100
<b>STREET IMPROVEMENTS</b>					
98	CLASS II AGGREGATE BASE	CY	2,184	37.40	81,681.60
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794	86	240,284.
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010	26	52,260
<b>RELOCATION AND ADJUSTMENT</b>					
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16	1050	16,800
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4	1,443	5,772
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2	1,050	2,100
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2	4,300	8,600
<b>LANDSCAPE AND IRRIGATION</b>					
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1	141,300	141,300
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	12,500	12,500
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1	12,600	12,600

SUBTOTAL

**\$923,026.30**

Method of Award

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules. The contractor shall pay prevailing wages for each craft or type of workman needed for construction or all items base bid.

The County also reserves the right to reject all bids received.

PROPOSAL TOTALS

Base Bid Items 1-54	\$ <u>2,518,185.40</u>
Bid Schedule "Alt. 1" Items 55 – 88	\$ <u>739,226.60</u>
Bid Schedule "Alt. 2" Items 89 – 107	\$ <u>923,626.30</u>
Project Total Items 1- 107, Alt. 1 and Alt. 2	<u>Four Million one Hundred Eighty one Thousand Thirty</u> \$ <u>4,181,038.30</u> "Words" <u>Eight Dollars and Thirty Cents</u>

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

Notes:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement work completed (except where noted otherwise, such as lump sum items).

\*NOTE ↑  
Please enter final bid amount prior to submitting your bid.

**BID BOND**

(Public Work – Public Contract Co

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned All American Asphalt  
to the County of Riverside ("County") a Bid dated S \_\_\_\_\_

(\$ 4,191,038.30) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II ("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 ten percent (10%) of the Bid Amount, 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 Fidelity and Deposit Company of Maryland ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent of Total Amount Bid---  
(\$ 10% of Bid-----) 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 WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of September 11, 2020, 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.

All American Asphalt  
(Firm Name – Principal)

**Affix Seal if Corporation**

400 East Sixth Street  
Corona, CA 92879

(Business Address)

By   
(Original Signature)

Edward J Carlson, Vice President  
(Title)

Fidelity and Deposit Company of Maryland  
(Corporation Name – Surety)

**Affix Corporate Seal**

777 S. Figueroa Street, Suite 3900  
Los Angeles, CA 90017

(Business Address)

By   
(Original Signature)

**ATTORNEY-IN-FACT**  
William Syrkin, Attorney-in-Fact

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

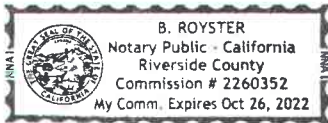
State of California

County of Riverside

On September 22, 2020 before me, B. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson  
Name of Signer(s)

\_\_\_\_\_



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 seal.

Signature B. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Bid Bond – County of Riverside

Document Date: September 11, 2020 Number of Pages: 4

Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward J. Carlson

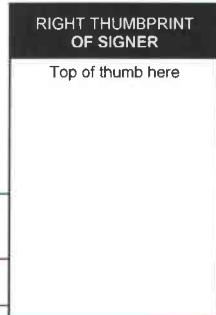
- Individual
- Corporate Officer – Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On 09/11/2020 before me, Liliana Gomez, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared William Syrkin  
*Name(s) of Signer(s)*

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 seal.



Signature Liliana Gomez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 09/11/2020

Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of September, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



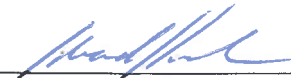
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## 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 Bidder's Bond 10%  
dollars/\_\_\_\_\_ cents (\$\_\_\_\_\_), which amount is equal to ten percent (10%) of  
the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

All American Asphalt  
\_\_\_\_\_  
Print Name of Bidder

Edward J Carlson, Vice President  
\_\_\_\_\_  
Print Name of Signer


## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
Electrical	MSL Electric	2918 E La Jolla St Anaheim, CA 92806
Striping	Col Stripe	2010 E Steel Rd Colton, CA 92524
Fence	Pence Corp	18440 Von Buren Blvd, Riverside, CA 92509
Survey	CL Surveying & Mapping	1269 Panama Rd #108 Corona, CA 92882
Landscape	Marina Landscape	3707 W Garden Grove Blvd Orange, CA 92868
Underground	ODuffy Construction	24034 Guwaher Rd. Rancho Viejo, CA 92585

Date: 9/22/2020

All American Asphalt  
 \_\_\_\_\_  
 (Name of Bidder)

By:   
 (Signature of Bidder) Edward J. Carlson, Vice President

Address: 400 East Sixth Street, Corona, CA 92879

Phone: (951) 736-7600


## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: 9/22/2020

All American Asphalt  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 400 East Sixth St Corona, CA 92879

Phone: (951) 736-7600

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

(Public Contract Code Section 7106)

The undersigned declares:

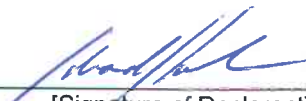
I am the Vice President of All American Asphalt, the party making the foregoing bid.

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 9/22/2020 [date], at Corona [city], California [state].

  
\_\_\_\_\_  
[Signature of Declarant]

Edward J Carlson  
\_\_\_\_\_  
[Printed Name of Person Signing]

All American Asphalt  
\_\_\_\_\_  
[Name of Bidder]

Vice President  
\_\_\_\_\_  
[Office or Title]

**CALIFORNIA JURAT**

**GOV CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

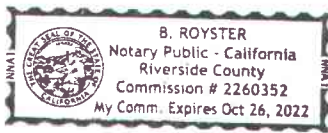
State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 22<sup>nd</sup> day of September, 2020.  
Date Month

By (1) Edward J. Carlson  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)



(and

(2) \_\_\_\_\_  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature B. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Further Description of Any Attached Document**

Title or Type of Document Non-Collusion Declaration

Document Date: 9-22-2020 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

## 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 #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> All American Asphalt	<i>Federal ID Number (or n/a)</i> 95-2595043
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Edward J Carlson, Vice President	
<i>Date Executed</i> 9/22/2020	<i>Executed in</i> Corona



**Option #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> N/A		<i>Federal ID Number (or n/a)</i> N/A	
<i>By (Authorized Signature)</i> N/A			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

Sealed Bid For:

John J. Benoit Detention Center Offsite Storm Drain,  
Street, Landscape and Traffic Signal Improvement

Project - Phase 11

DO NOT OPEN WITH REGULAR MAIL"

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

2020 SEP 23 AM 9:59

CLERK OF THE BOARD OF SUPERVISORS



**ALL AMERICAN**  
**ASPHALT**

AN EQUAL OPPORTUNITY EMPLOYER

P.O. BOX 2229, CORONA, CA 92878-2229

TO: County of Riverside  
Department of Facilities Management  
4080 Lemon Street  
Riverside CA, 92501  
Attn: County Administrative Center

RETURN REQUESTED

**BID FORM**

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: September 16, 2020

Bidder: Matich Corporation

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

John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project Phase II,

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,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; 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 Base Bid price of (state in figures) \$ 2,435,841.40 (state in words) two million four hundred thirty five thousand eight hundred and forty one dollars and forty cents.

The foregoing Base Bid is 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.	<u>1</u>	Date:	<u>8.21.2020</u>
Addendum No.	<u>2</u>	Date:	<u>9.15.2020</u>
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1:</b> Course of Construction Insurance	
Figures: \$ <u>497</u> Words: <u>one thousand four hundred ninety seven</u> Dollars _____ Cents _____	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 2:</b> insert description here	
Figures: \$ <u>1660</u> Words: <u>one thousand six hundred and six dollar</u> Dollars _____ Cents _____	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 3:</b> insert description here	
Figures: \$ _____ Words: _____ Dollars _____ Cents _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 4:</b> insert description here	
Figures: \$ _____ Words: _____ Dollars _____ Cents _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
<b>Alternate 5:</b> insert description here	
Figures: \$ _____ Words: _____ Dollars _____ Cents _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change

**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: N/A.

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

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

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name of Bidder: Matich Corporation

State of Incorporation: California

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

Print Name: Jason G. Jones

Title: Vice President

Date: September 16, 2020

Business Address: 1596 Harry Sheppard Blvd.

San Bernardino, CA 92408

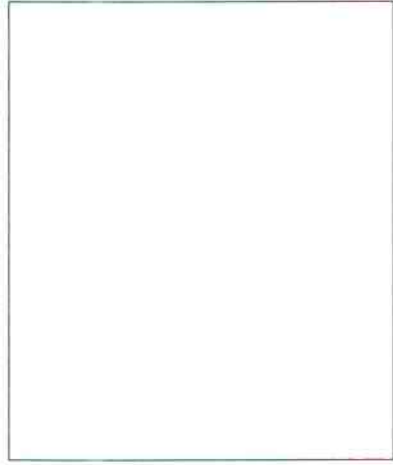
Business Telephone: 909) 382-7400

Business Fax: 909) 382-0113

Business E-mail: jjones@matichcorp.com

Contractor's License: 149873  
Dept. of Industrial Relations  
Registration No: 1000004260

Space for Corporate Seal and Attestation



**Partnership Bidder**

Name of Bidder: N/A.

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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: N/A

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

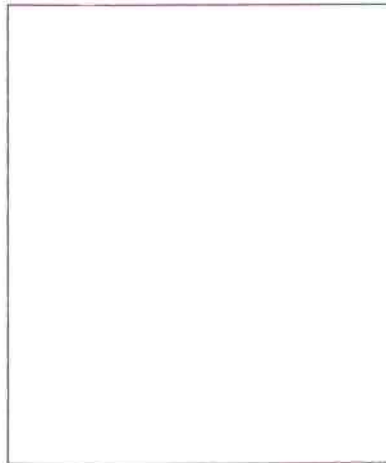
Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

Space for Corporate Seal and Attestation





**Joint Venture Bidder**

Name of Bidder: N/A

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_

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: N/A

Space for Corporate Seal and Attestation

State of Incorporation: \_\_\_\_\_

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

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

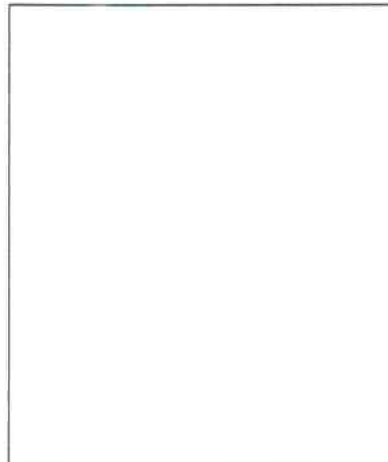
Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Dept. of Industrial Relations

Registration No: \_\_\_\_\_



**Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street**  
**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS**  
**(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	362,000.00	362,000.00
2	TRAFFIC CONTROL SYSTEM	LS	1	111,000.00	111,000.00
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	9,600.00	9,600.00
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	28,000.00	28,000.00
<b>DEMOLITION &amp; EXCAVATION</b>					
5	CLEAR AND GRUB	LS	1	61,000.00	61,000.00
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378	3.10	1,171.80
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464	1.80	8,035.20
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187	2.70	3,204.90
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630	4.30	19,909.00
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530	1.10	11,583.00
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8	450.00	3,600.00
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2	3,100.00	6,200.00
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309	1.70	150,125.30
<b>STREET IMPROVEMENTS</b>					
14	CLASS II AGGREGATE BASE	CY	2,134	53.00	113,102.00
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293	76.00	326,268.00
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405	41.00	57,605.00
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125	45.00	5,625.00
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285	26.00	33,410.00
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150	32.00	4,800.00
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8	5,000.00	40,000.00
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530	8.30	87,399.00
22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910	12.70	49,657.00
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900	21.00	18,900.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622	10.60	48,993.20
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130	10.30	11,639.00
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35	190.00	6,650.00
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130	2.70	351.00
<b>RELOCATION AND ADJUSTMENT</b>					
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1	104.00	104.00
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1	4,200.00	4,200.00
30	REMOVE EXISTING BOLLARDS	EA	3	350.00	1,050.00
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1	19,000.00	19,000.00
32	REMOVE EXISTING DRIVEWAY	SF	4,915	2.20	10,813.00
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910	2.20	8,602.00
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1	220.00	220.00
35	REMOVE STREET LIGHT PULLBOX	EA	1	220.00	220.00
36	RELOCATE EXISTING SIGN	EA	1	104.00	104.00
37	REMOVE POST AND CABLE	LF	45	76.00	3,420.00
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200	12.50 <del>12.50</del> 12.50	2,500.00 <del>2,500.00</del> 2,500.00
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1	15,000.00	15,000.00
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	9,500.00	9,500.00
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500	60.00	30,000.00
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7	860.00	6,020.00
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3	220.00	660.00
44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7	900.00	6,300.00
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1	16,000.00	16,000.00
<b>LANDSCAPE AND IRRIGATION</b>					
46	LANDSCAPE AND IRRIGATION	LS	1	81,000.00	81,000.00
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	17,000.00	17,000.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1	31400	31,400.00
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	13,300.00	13,300.00
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7	15,000.00	105,000.00
	<b>ADDITIONAL WORK AT FAIR GROUND BASIN</b>				
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1	42,000.00	42,000.00
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$50,000.00	\$50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$50,000.00	\$50,000.00
54	FIELD ORDERS	AL	1	\$50,000.00	\$50,000.00

SUBTOTAL

**Additive Alternate 1 Bid Schedule - Highway 111 from Oasis Street from Smurr Street**

**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	80,000.00	80,000.00
56	TRAFFIC CONTROL SYSTEM	LS	1	21,000.00	21,000.00
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	2,900.00	2,900.00
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	5,800.00	5,800.00
	<b>DEMOLITION &amp; EXCAVATION</b>				
59	CLEAR AND GRUB	LS	1	37,000.00	37,000.00
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147	6.00	882.00
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	950	1.80	1,710.00
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320	4.60	10,672.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759	2.20	3,869.80
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150	1.10	6,765.00
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063	1.65	62,803.95
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1	220.00	220.00
<b>STREET IMPROVEMENTS</b>					
67	CLASS II AGGREGATE BASE	CY	920	64.00	58,880.00
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881	69.00	129,789.00
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640	46.00	29,440.00
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195	52.00	10,140.00
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406	29.00	40,774.00
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15	33.00	495.00
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695	13.00	9,035.00
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500	26.00	13,000.00
75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968	12.50	24,600.00
<b>RELOCATION AND ADJUSTMENT</b>					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1	300.00	300.00
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1	1,030.00	1,030.00
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8	860.00	6,880.00
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1	300.00	300.00
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3	900.00	2,700.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1	860.00	860.00
<b>LANDSCAPE AND IRRIGATION</b>					
82	LANDSCAPE AND IRRIGATION	LS	1	72,000.00	72,000.00
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	15,000.00	15,000.00
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1	5,500.00	5,500.00
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3	11,400.00	34,200.00
<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>					
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$20,000.00	\$20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$20,000.00	\$20,000.00
88	FIELD ORDERS	AL	1	\$20,000.00	\$20,000.00

SUBTOTAL

**Additive Alternate 2 - Bid Schedule - Oasis Street**

**JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1	52,000.00	52,000.00
90	TRAFFIC CONTROL SYSTEM	LS	1	21,000.00	21,000.00
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1	3,000.00	3,000.00
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1	3,700.00	3,700.00
<b>DEMOLITION &amp; EXCAVATION</b>					
93	CLEAR AND GRUB	LS	1	12,000.00	12,000.00
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221	4.00	884.00

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373	3.40	8,068.20
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784	1.20	93,340.80
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010	6.30	12,663.00
<b>STREET IMPROVEMENTS</b>					
98	CLASS II AGGREGATE BASE	CY	2,184	56.00	122,304.00
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794	87.00	243,078.00
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010	27.00	54,270.00
<b>RELOCATION AND ADJUSTMENT</b>					
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16	860.00	13,760.00
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4	900.00	3,600.00
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2	600.00	1,200.00
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2	1,300.00	2,600.00
<b>LANDSCAPE AND IRRIGATION</b>					
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1	<del>10</del> 123,000	123,000.00
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1	20,000.00	20,000.00
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1	12,500.00	12,500.00

SUBTOTAL

Method of Award

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules. The contractor shall pay prevailing wages for each craft or type of workman needed for construction or all items base bid.

The County also reserves the right to reject all bids received.

PROPOSAL TOTALS

Base Bid Items 1-54	\$ 2,435,841.40
Bid Schedule "Alt. 1" Items 55 – 88	\$ 748,545.75
Bid Schedule "Alt. 2" Items 89 – 107	\$ 802,968.00

Project Total three million nine hundred eighty-seven thousand \$ 3,987,355.15  
Items 1- 107, Alt. 1 and Alt. 2 three hundred fifty-five dollars and fifteen cents.  
"Words"

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

Notes:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement work completed (except where noted otherwise, such as lump sum items).



Project No. FM08110006391

Bond No. N/A

## BID BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Matich Corporation (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated September 16 2020, in the amount of Ten Percent of the Total Amount Bid (\$ 10% of Bid) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] (“Bid Amount”) for the award by County to Principal of a contract (“Contract”) for the following: John J. Benoit Detention Center Offsite Storm Drain, Street, Landscape and Traffic Signal Improvement Project – Phase II (“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 ten percent (10%) of the Bid Amount, 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 Liberty Mutual Insurance Company (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent of the Total Amount Bid (\$ 10% of Bid) 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 WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of September 14, 2020, 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.

Match Corporation  
**(Firm Name – Principal)**

**Affix Seal if Corporation**

1596 Harry Sheppard Blvd.  
San Bernardino, CA 92408

**(Business Address)**

By   
**(Original Signature)**

Jason G. Jones, Vice President.  
**(Title)**

Liberty Mutual Insurance Company  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

790 The City Drive South, Suite 200  
Orange, CA 92868

**(Business Address)**

By   
**(Original Signature)**

**ATTORNEY-IN-FACT**  
Reece Joel Diaz

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On September 23, 2020 before me, Sammi Jo Shubin, Notary Public,  
(Here insert name and title of the officer)

personally appeared Jason G. Jones,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

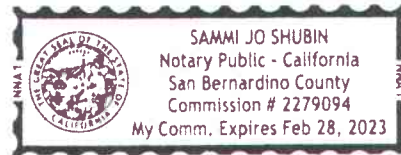
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

## CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_ (Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

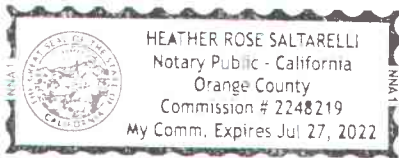
State of California )  
County of Orange )

On SEP 14 2020 before me, Heather Rose Saltarelli, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Reece Joel Diaz  
*Name(s) of Signer(s)*

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 seal.



Signature Heather Rose Saltarelli  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached 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: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca, Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this SEP 14, 2020 day of



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

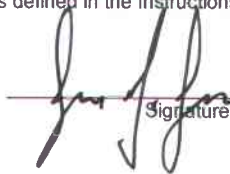
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**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 10% of the total bid  
dollars/\_\_\_\_\_ cents (\$ 10% of bid ), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
Signature

Match Corproation

Print Name of Bidder

Jason G. Jones, Vice President

Print Name of Signer

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

Portion of Work	Subcontractor Name	Location
Electric	MJ Electric	Anaheim, CA
Cold Planing	Pavement Recycling System	Jurupa Valley, CA
Fencing	Alcorn Fence	Riverside, CA
Mahholes	EBS Utilites	Corona, CA
Strom Drain Filters	Torrent Resources	Bloomington, CA
Striping	Cal Stripe	Colton, CA
Water Line Work	Griffith Company	Santa Fe Springs, CA

Concrete Landscape Univer Sal Construction Inelo, CA

Date: September 16, 2020

Match Corporation  
(Name of Bidder)

By: [Signature]  
(Signature of Bidder) Jason G. Jones, Vice President

Address: 1596 Harry Sheppard Blvd.  
San Bernardino, CA 92408

Phone: 909) 382-7400

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

(Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President of Matich Corporation, 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 September 16, 2020 [date], at San Bernardino [city], CA [state].

  
\_\_\_\_\_  
[Signature of Declarant]  
**Jason G. Jones**  
\_\_\_\_\_  
[Printed Name of Person Signing]

**Matich Corporation**  
\_\_\_\_\_  
[Name of Bidder]  
**Vice President**  
\_\_\_\_\_  
[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 #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.

Contractor Name/Financial Institution (Printed) Matich Corporation		Federal ID Number (or n/a) 95-1810911
By (Authorized Signature) 		
Printed Name and Title of Person Signing Jason G. Jones, Vice President		
Date Executed September 16, 2020	Executed in San Bernardino, CA	

**Option #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>	

**ADDENDUM # 1**

**DATED 8/20/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



**PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507**

## **CONTENTS**

- Addendum #1 Attachment
- Revised NOTICE INVITING BIDS

## **Addendum No. 1**

### **Clarifications / Changes:**

**Item 1** – The mandatory Pre-Bid Conference has been rescheduled for September 2, 2020 at 10:00 am.

**Item 2** – The bid-date (bid opening date) has been rescheduled for September 16, 2020 at 10:00 am.

## NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

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 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m. on 9/16/2020**, 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 8/14/2020, and up to one hundred and twenty (120) hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, PlanIT Reprographics, 39-350 Berkey Drive, Palm Desert, CA 92211, (760) 345-2500. At the time of such pick-up or request for mailing, a non-refundable fee of not to exceed seventy-five dollars (\$75.00.) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to PlanIT Reprographics. The Bidding Documents may also be viewed in person between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except Holidays) at PlanIT Reprographics, 39-350 Berkey Drive, Palm Desert, CA 92211, (760) 345-2500.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, shall not be qualified to bid after March 1, 2015, 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 (after April 1, 2015) without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **9/2/2020**, commencing promptly at **10:00 a.m.**, at **82-503 Highway 111, Indio, CA 92201**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding.** Sign language services are available for the Pre-Bid Conference upon written request received by **Rizaldy Baluyot** at **(951) 232-9268** or **rbaluyot@rivco.org** at least three (3) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

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

(2) 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): A); and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: roadway improvements, landscape and irrigation improvements, traffic signing & striping, and traffic signal modifications ; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1771.4, 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.

**ADDENDUM # 2**

**DATED 9/14/2020**

**FOR:**

**John J. Benoit Detention Center Offsite Storm  
Drain, Street, Landscape and Traffic Signal  
Improvements Project – Phase II**

**PROJECT LOCATION: Indio, CA 92201**



PREPARED BY:  
COUNTY OF RIVERSIDE  
DEPARTMENT OF FACILITIES MANAGEMENT  
PROJECT MANAGEMENT OFFICE  
3133 MISSION INN AVENUE  
RIVERSIDE, CA 92507

**RECEIVED**  
SEP 15 2020

**MATCH CORP.**

## CONTENTS

- Addendum #2 Attachment
- Revised Bid Schedule
- Electrical Plans Attached
- Revised Phasing Landscape Plans



## Addendum No. 2

### Clarifications / Changes:

**Item 1** – Revised deadlines for a request for information (RFI) and Bid Closing.

Response - The deadline for RFI is Wednesday, September 16<sup>th</sup> at 5 p.m. and the bid closing has been changed to Wednesday, September 23<sup>th</sup> at 10:00 a.m.

**Item 2** – On the pre-bid meeting agenda, it calls out bidders License required Type B.

Response - The Bidder to whom the Construction Contract 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): A); and (2) hold, or designate in the Designation of Subcontractors a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the following work: Roadway improvements, landscape, and irrigation improvements, traffic signing & striping and traffic signal modifications.

**Item 3** – Page 11 of 55 states that the Basis for Award will be “the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.” However, Page 29 of 55 states that “the County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules.”

These two statements contradict each other. Please clarify whether the Basis of Award on bid day will be using just the Base Bid OR using the Base Bid plus all Alternates.

Response - Delete Section 4.5.3 Basis of Award on Page 11 of 55 and replace with the following:

**4.5.3 Basis for Award.** Where the Bidding Documents include Alternates, the method checked in the box provided below will be used to determine the lowest Bid price (only wording following a checked box applies):

**Award Method #1:** The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.

**Award Method #2:** The lowest Bid price shall be the lowest total of the Base Bid price and the following Alternates that will be used for the purpose of determining the lowest Bid price:

1.           X
2.           X
3.
4.
5.

**Item 4 -** The bid documents call for Three River Boulders; however, that specific boulder is no longer available. Is there a different boulder you would like to use?

Response – The plum creek boulders are acceptable for the project.

**Item 5 -** What is the Engineer’s Budget for this project?

Response – Engineer’s Cost Estimate:

Base Bid	\$2,200,000
Alternate 1	\$770,000
Alternate 2	\$780,000

**Item 6-** At the job walk meeting it was stated that the basis for award would be to the lowest bidder with bid price total of Base bid and all Alternates combined. However, the bid documents specify that the basis for award would be “Award Method #1: The lowest Bid price shall be the lowest Base Bid price without consideration of the Bidder’s prices on the Alternates.”

Response – See Response to Item #2

**Item 7 -** The actual Bid Forms footer specify page numbers. All numbers specify a page of **55**. However, after page 36 of 55, a sample contract agreement follows with contract forms. For this bid to be responsive, are you only needing the actual Bid Forms which are Pages 1 – 36 of 55? Or do the Contract Agreement and Forms also need to be submitted?

Response – In order for the bid to be responsive, the Contractor shall submit bid forms which are Pages of 1-36. Pages 37 and beyond are not required to be submitted with bid documents.

**Item 8 -** The plans don’t seem to call out truncated domes at the Commercial Driveways per Indio Std. 130. Please confirm the domes will be required at the returns.

Response – The Contractor shall install a detectable warning device per the City of Indio Standard 130 and 136. The Contractor shall install a detectable warning device per the City of Indio Standards, Caltrans Standards, and ADA requirements. There shall be no additional measurements and payment made for the detectable warning device and it shall be included in the respected item.

**Item 9 -** Are any of the electrical or landscape items considered “specialty items” that would not be calculated as part of the required self-performance scope?

Response – The electrical and landscape & irrigation items (bid item # 46, 47, 48, 50, 82, 83, 85, 105, 106, 108) shall be considered “specialty items” and would not be calculated as part of the required self-performance scope.

**Item 10 -** Once the conduit plans are released as an addendum will the bid date be moved from 9/16/20?

Response – Offsite Street Light Electrical Plans are provided with this Addendum.

**Item 11** – Attached find updated Bid Schedules.

The Contractor shall use the attached updated Base Bid Schedule, Additive Alternate 1 Bid Schedule, and Additive Alternate 2 Bid Schedule.

**Item 12** - Based on the information from the bid form and the irrigation legend, works shown on Oasis Way supposed to be part of the alternate #2. However, per irrigation plan sheet L-04, Oasis Way is shown as part of the base bid. Please confirm all works (Irrigation and planting) shown on Oasis Way would be part of the alternate #2 and not the base bid.

Response – Oasis Way shown on sheet L-04 of the irrigation plans is apart of Alternate #2 bid. The correction has been made. Use the attached landscape and irrigation plans.

**Item 13** - Per irrigation plan sheet L-03, works shown on Highway 111 has not been allocated to the base bid or the alternates. Please clarify.

Response – Highway 111 on L-03 of the irrigation plans is apart of the Base Bid. The correction has been made. Use the attached landscape and irrigation plans

**Item 14** - Provide a specification for soil conditioner materials required for the preparation of planting areas.

Response – The contractor is responsible for providing an agronomic soils report for the project. Such a report will specify the required amendments and application rates recommended.

**Item 15** - Per the bid items no.47 and no. 83, 180 days maintenance is required for this project. However, per section 3.10 on sheet L-14, (90) days maintenance period is shown. Please clarify the duration of landscape maintenance.

Response – The Contractor shall provide 180 days to maintenance for the entire project.

Base Bid	180 Days
Alternate 1	180 Days
Alternate 2	180 Days

**Item 16** - Per irrigation plan sheet L-03, confirm if the mainline from the existing 1.5” potable water meter to the existing gate valves is existing as there is no difference between the symbol of the new & existing mainline.

Response – That is correct, the 1.5” mainline is existing as called out on plan. There is no symbol difference in the plan.

**Item 17** - Clarify where ¾” crushed gravel (bid item no.27) needs to be installed.

Response - ¾” Crushed gravel is to be installed in the tree and palm pits per planting detail and irrigation valve boxes per detail.

**Base Bid Schedule - Highway 111 from Arabia Street to Oasis Street**  
**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS**  
**(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1		
2	TRAFFIC CONTROL SYSTEM	LS	1		
3	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1		
4	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1		
	<b>DEMOLITION &amp; EXCAVATION</b>				
5	CLEAR AND GRUB	LS	1		
6	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	378		
7	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	4,464		
8	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	1,187		
9	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	4,630		
10	REMOVE & DISPOSE EXISTING SIDEWALK	SF	10,530		
11	REMOVE & DISPOSE EXISTING CURB RAMP	EA	8		
12	REMOVE EXISTING CATCH BASIN AND GATE, ABANDON AND PLUG EXISTING S.D. (CONCRETE SLURRY FIRST 2')	EA	2		
13	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	88,309		
	<b>STREET IMPROVEMENTS</b>				
14	CLASS II AGGREGATE BASE	CY	2,134		
15	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	4,293		
16	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	1,405		
17	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	125		
18	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,285		
19	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	150		
20	CONSTRUCT ACCESS CURB RAMP PER CITY OF INDIO STD. NO. 136	EA	8		
21	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	10,530		
22	CONSTRUCT CONCRETE CROSS GUTTER PER CITY OF INDIO STD. NO. 137	SF	3,910		
23	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	900		

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
24	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	4,622		
25	CONSTRUCT 6" CONCRETE PAVEMENT OVER 4" CLASS II AGG. BASE AT PARKING LOT	SF	1,130		
26	FURNISH AND INSTALL HANDRAIL PER SPPWC STD. 606-4, TYPE B ON TOP OF CURB	LF	35		
27	FURNISH AND PLACE 3" THICK 3/4" CRUSHED GRAVEL ON COMPACTED NATIVE	SF	130		
<b>RELOCATION AND ADJUSTMENT</b>					
28	RELOCATE EXISTING STREET NAME SIGN OR COUNTY PARKING SIGN	EA	1		
29	REMOVE AND REINSTALL EXISTING BUS STOP ENCLOSURE AND BENCH	EA	1		
30	REMOVE EXISTING BOLLARDS	EA	3		
31	RELOCATE EXISTING FIRE HYDRANT PER IWA STD & SPECIFICATIONS	EA	1		
32	REMOVE EXISTING DRIVEWAY	SF	4,915		
33	REMOVE EXISTING CROSS GUTTER AND SPANDREL (@ JOINT LINES)	SF	3,910		
34	REMOVE EXISTING ABANDONED WATER METER BOX	EA	1		
35	REMOVE STREET LIGHT PULLBOX	EA	1		
36	RELOCATE EXISTING SIGN	EA	1		
37	REMOVE POST AND CABLE	LF	45		
38	REMOVE LANDSCAPE AND IRRIGATION IN PARKWAY AND RESTORE IRRIGATION SYSTEM	SF	200		
39	RELOCATE EXISTING AIR VALVE PER IWA STD & SPECIFICATIONS	EA	1		
40	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1		
41	RELOCATE EXISTING CHAINLINK FENCE	LF	500		
42	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	7		
43	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	3		
44	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	7		
45	INSTALL 1" IRRIGATION SERVICE WITH 3/4" METER PER IWA STD. PLAN NO. 700 A & B	EA	1		
<b>LANDSCAPE AND IRRIGATION</b>					
46	LANDSCAPE AND IRRIGATION	LS	1		
47	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1		

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
48	HWY 111 AND OASIS TRAFFIC SIGNAL MODIFICATION PER TRAFFIC SIGNAL PLAN	LS	1		
49	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1		
50	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	7		
	<b>ADDITIONAL WORK AT FAIR GROUND BASIN</b>				
51	INSTALL MAXWELL PLUS PER PHASE I STORM DRAIN PLAN SHEET 7 REVISIONS	LS	1		
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
52	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$50,000.00	\$50,000.00
53	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$50,000.00	\$50,000.00
54	FIELD ORDERS	AL	1	\$50,000.00	\$50,000.00

SUBTOTAL

**Additive Alternate 1 Bid Schedule - Highway 111 from Oasis Street from Smurr Street**

**JOHN J. BENOIT DETENTION CENTER (PHASE II) STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
55	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1		
56	TRAFFIC CONTROL SYSTEM	LS	1		
57	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1		
58	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1		
	<b>DEMOLITION &amp; EXCAVATION</b>				
59	CLEAR AND GRUB	LS	1		
60	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	147		
61	GRIND & OVERLAY EXISTING AC PAVEMENT 1.5"	SF	950		
62	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,320		

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
63	REMOVE & DISPOSE EXISTING CONCRETE DRIVEWAY, PARKING AREA, CROSS GUTTER & SPANDREL	SF	1,759		
64	REMOVE & DISPOSE EXISTING SIDEWALK	SF	6,150		
65	REMOVE AND DISPOSE EXISTING ASPHALT, BASE, AND SUBGRADE	SF	38,063		
66	REMOVE & DISPOSE EXISTING PULL BOX	EA	1		
<b>STREET IMPROVEMENTS</b>					
67	CLASS II AGGREGATE BASE	CY	920		
68	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	1,881		
69	CONSTRUCT 8" CURB & GUTTER PER CITY OF INDIO STD. NO. 121	LF	640		
70	CONSTRUCT 6" CURB & GUTTER PER CITY OF INDIO STD. NO. 120	LF	195		
71	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	1,406		
72	CONSTRUCT 6" CURB PER CITY OF INDIO STD. NO. 123	LF	15		
73	CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF INDIO STD. NO. 132	SF	695		
74	CONSTRUCT CONCRETE BUS PAD PER SPPWC STD. PLAN 131-2	SF	500		
75	CONSTRUCT COMMERCIAL DRIVEWAY PER CITY OF INDIO STD. NO. 130, TYPE B	SF	1,968		
<b>RELOCATION AND ADJUSTMENT</b>					
76	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. 700	EA	1		
77	ADJUST EXISTING TELEPHONE MH TO FINISH GRADE	EA	1		
78	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	8		
79	ADJUST EXISTING WATER METER TO GRADE PER IWA STD. PLAN NO. 700 (A,B,C) BY CONTRACTOR	EA	1		
80	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	3		

**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
81	ADJUST EXISTING SEWER CLEANOUT TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	1		
	<b>LANDSCAPE AND IRRIGATION</b>				
82	LANDSCAPE AND IRRIGATION	LS	1		
83	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1		
	<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>				
84	SIGNING, STRIPING AND MARKERS PER PLAN	LS	1		
85	REMOVE AND FURNISH AND INSTALL STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	3		
	<b>PERMIT, INSPECTION &amp; FIELD ORDER</b>				
86	ENCROACHMENT PERMIT AND INSPECTION	AL	1	\$20,000.00	\$20,000.00
87	UTILITY SERVICES AND CONNECTION FEES	AL	1	\$20,000.00	\$20,000.00
88	FIELD ORDERS	AL	1	\$20,000.00	\$20,000.00

SUBTOTAL

**Additive Alternate 2 - Bid Schedule - Oasis Street**

**JOHN J. BENOIT DETENTION CENTER STREET & LANDSCAPE IMPROVEMENTS  
(Prevailing Wage Construction Items)**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
89	MOBILIZATION, DEMOBILIZATION AND CLEANUP	LS	1		
90	TRAFFIC CONTROL SYSTEM	LS	1		
91	PREPARATION AND COMPLIANCE WITH SWPPP	LS	1		
92	DUST CONTROL, PM 10 PLAN & WATER SUPPLY	LS	1		
	<b>DEMOLITION &amp; EXCAVATION</b>				
93	CLEAR AND GRUB	LS	1		
94	SAWCUT EXISTING A.C. OR CONCRETE PAVEMENT	LF	221		



**ADDENDUM 2**

ITEM NO.	ITEM	UNIT	BID QUANTITY	UNIT PRICE	AMOUNT
95	GRIND EXISTING AC PAVEMENT 1.5"	SF	2,373		
96	REMOVE & DISPOSE EXISTING PAVEMENT, BASE AND SUB-BASE	SF	77,784		
97	REMOVE & DISPOSE EXISTING CURB OR CURB & GUTTER	LF	2,010		
<b>STREET IMPROVEMENTS</b>					
98	CLASS II AGGREGATE BASE	CY	2,184		
99	HOT MIX ASPHALT TYPE A (INCLUDE OVERLAY MATERIAL)	TON	2,794		
100	CONSTRUCT 8" MEDIAN CURB PER CITY OF INDIO STD. NO. 123	LF	2,010		
<b>RELOCATION AND ADJUSTMENT</b>					
101	ADJUST EXISTING WATER VALVE TO GRADE PER IWA STD. 713 A & B	EA	16		
102	ADJUST EXISTING SEWER MANHOLE TO FINISH GRADE PER VSD STANDARDS AND SPECIFICATIONS	EA	4		
103	ADJUST EXISTING GAS VALVE TO GRADE	EA	2		
104	ADJUST EXISTING ELECTRICAL MH TO FINISH GRADE	EA	2		
<b>LANDSCAPE AND IRRIGATION</b>					
105	OASIS STREET LANDSCAPE AND IRRIGATION	LS	1		
106	180 DAY MAINTENANCE ESTABLISHMENT PERIOD	LS	1		
<b>TRAFFIC SIGNAL, SIGNING &amp; STRIPING, STREET LIGHTING &amp; ELECTRICAL</b>					
107	RELOCATE EXISTING STREET LIGHT WITH CONDUIT AND PULL BOX PER STREET LIGHT ELECTRICAL PLANS	EA	1		

SUBTOTAL

Method of Award

The County may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Additive Alternate Bid Schedules in addition to the Base Bid Schedule. The County will select lowest responsive and responsible bid using the sum of the base bid and all alternate bid schedules. The contractor shall pay prevailing wages for each craft or type of workman needed for construction or all items base bid.

The County also reserves the right to reject all bids received.

PROPOSAL TOTALS

Base Bid Items 1-54		\$ _____
Bid Schedule "Alt. 1" Items 55 – 88		\$ _____
Bid Schedule "Alt. 2" Items 89 – 107		\$ _____
Project Total Items 1- 107, Alt. 1 and Alt. 2	"Words"	\$ _____

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

Notes:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement work completed (except where noted otherwise, such as lump sum items).

### GENERAL NOTES

- ALL MATERIALS AND WORKMANSHIP SHALL COMPLY TO THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- WHERE ANY SIZES ARE INDICATED ON PLANS, OR MATERIAL, ORDINANCE, THE WORK SHALL BE INSTALLED SHALL APPLY TO THE COMPLETE CIRCUIT, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL VERIFY THE EXISTING LOCATION OF MECHANICAL, PLUMBING AND OTHER EQUIPMENT BEFORE ELECTRICAL WORK IS BEGUN.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- LOCATION OF WORK SHALL BE SUBJECT TO MODIFICATIONS AT THE WORK SITES. INSTALL SERVICES ON SIDE OPPOSITE TO DROP WIRE. VERIFY THAT WORK LOCATION IS FIELD PROOF TO ANY WORK.
- WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- FINISHED WALL SURFACES IN EACH ROOM AND OVER DOOR IN CLOSETS, IN WHICH TERMINATING WIRING IS NOT INSTALLED, SHALL BE PROTECTED BY A COVER OR A PLATE. THE COVER OR PLATE SHALL BE INSTALLED IN THE LOCATION OF WORKS WITH DRYER BRACKETS TO AVOID CONTACT. WALL BRACKETS SHALL BE ACCESSIBLE. THE SIZE OF WALL BRACKETS SHALL BE AS FOLLOWS:
  - 15/16" OR LESS - 1/2" X 1/2"
  - 1/2" - 3/4" - 3/4" X 3/4"
  - 3/4" OR GREATER - 1" X 1"
- ALL OVERHEAD ELECTRICAL SERVICES AND EQUIPMENT INCLUDING THOSE THAT ARE EXPOSED TO OUTSIDE ENVIRONMENT (UP TO 100 FT) SHALL BE PROTECTED BY A COVER OR A PLATE. THE COVER OR PLATE SHALL BE INSTALLED IN THE LOCATION OF WORKS WITH DRYER BRACKETS TO AVOID CONTACT. WALL BRACKETS SHALL BE ACCESSIBLE. THE SIZE OF WALL BRACKETS SHALL BE AS FOLLOWS:
  - 15/16" OR LESS - 1/2" X 1/2"
  - 1/2" - 3/4" - 3/4" X 3/4"
  - 3/4" OR GREATER - 1" X 1"
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- CONTRACT SHALL BE SUBJECT TO MODIFICATIONS AT THE WORK SITES. INSTALL SERVICES ON SIDE OPPOSITE TO DROP WIRE. VERIFY THAT WORK LOCATION IS FIELD PROOF TO ANY WORK.
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  - 15/16" OR LESS - 1/2" X 1/2"
  - 1/2" - 3/4" - 3/4" X 3/4"
  - 3/4" OR GREATER - 1" X 1"
- CONTRACTOR SHALL VERIFY THE EXISTING LOCATION OF MECHANICAL, PLUMBING AND OTHER EQUIPMENT BEFORE ELECTRICAL WORK IS BEGUN.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- LOCATION OF WORK SHALL BE SUBJECT TO MODIFICATIONS AT THE WORK SITES. INSTALL SERVICES ON SIDE OPPOSITE TO DROP WIRE. VERIFY THAT WORK LOCATION IS FIELD PROOF TO ANY WORK.
- WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST CALIFORNIA CODE OF REGULATIONS (C.C.R.) NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.
- FINISHED WALL SURFACES IN EACH ROOM AND OVER DOOR IN CLOSETS, IN WHICH TERMINATING WIRING IS NOT INSTALLED, SHALL BE PROTECTED BY A COVER OR A PLATE. THE COVER OR PLATE SHALL BE INSTALLED IN THE LOCATION OF WORKS WITH DRYER BRACKETS TO AVOID CONTACT. WALL BRACKETS SHALL BE ACCESSIBLE. THE SIZE OF WALL BRACKETS SHALL BE AS FOLLOWS:
  - 15/16" OR LESS - 1/2" X 1/2"
  - 1/2" - 3/4" - 3/4" X 3/4"
  - 3/4" OR GREATER - 1" X 1"

### APPLICABLE CODES

- 2016 CALIFORNIA ELECTRIC CODE (C.C.R.) PART 1, TITLE 24, C.C.R.
- 2016 CALIFORNIA MECHANICAL CODE (C.C.R.) PART 4, TITLE 24, C.C.R. (SEE WITH AMENDMENTS)
- 2016 CALIFORNIA PLUMBING CODE (C.C.R.) PART 5, TITLE 24, C.C.R. (SEE WITH AMENDMENTS)
- 2016 CALIFORNIA FIRE CODE (C.C.R.) PART 7, TITLE 24, C.C.R. (SEE WITH AMENDMENTS)
- 2016 CALIFORNIA GAS CODE (C.C.R.) PART 8, TITLE 24, C.C.R. (SEE WITH AMENDMENTS)
- 2016 CALIFORNIA SAFETY CODE (C.C.R.) PART 12, TITLE 24, C.C.R.
- 2016 CALIFORNIA BUILDING CODE (C.C.R.) PART 11, TITLE 24, C.C.R.
- 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (C.C.R.) PART 11, TITLE 24, C.C.R.

### NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND CONDITIONS ON THE JOB SITE ARE FULLY ACCURATE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE OWNER OR THE ARCHITECT. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE OWNER OR THE ARCHITECT.

### ABBREVIATIONS

SYMBOL	DESCRIPTION
AB	ABOVE
AC	ACROSS
AD	ADDITIONAL
AE	ALTERNATE
AF	ALTERNATE FINISH
AG	ALTERNATE GRADE
AH	ALTERNATE HEIGHT
AI	ALTERNATE IDENTIFICATION
AJ	ALTERNATE JUNCTION
AK	ALTERNATE KIND
AL	ALTERNATE LOCATION
AM	ALTERNATE MATERIAL
AN	ALTERNATE NAME
AO	ALTERNATE ORIENTATION
AP	ALTERNATE POSITION
AQ	ALTERNATE QUANTITY
AR	ALTERNATE RADIUS
AS	ALTERNATE SIZE
AT	ALTERNATE TYPE
AU	ALTERNATE USE
AV	ALTERNATE VALUE
AW	ALTERNATE WEIGHT
AX	ALTERNATE WIDTH
AY	ALTERNATE YIELD
AZ	ALTERNATE ZONE
BA	BELOW
BB	BEFORE
BC	BEHIND
BD	BEYOND
BE	BETWEEN
BF	BETTER
BG	BIGGER
BH	BIGGER HEIGHT
BI	BIGGER IDENTIFICATION
BJ	BIGGER JUNCTION
BK	BIGGER KIND
BL	BIGGER LOCATION
BM	BIGGER MATERIAL
BN	BIGGER NAME
BO	BIGGER ORIENTATION
BP	BIGGER POSITION
BQ	BIGGER QUANTITY
BR	BIGGER RADIUS
BS	BIGGER SIZE
BT	BIGGER TYPE
BU	BIGGER USE
BV	BIGGER VALUE
BW	BIGGER WEIGHT
BX	BIGGER WIDTH
BY	BIGGER YIELD
BZ	BIGGER ZONE
CA	CABLE
CB	CABLE BUNDLE
CC	CABLE CHANNEL
CD	CABLE CLAMP
CE	CABLE CLAMPING
CF	CABLE CLAMPING SYSTEM
CG	CABLE CLAMPING SYSTEM
CH	CABLE CLAMPING SYSTEM
CI	CABLE CLAMPING SYSTEM
CJ	CABLE CLAMPING SYSTEM
CK	CABLE CLAMPING SYSTEM
CL	CABLE CLAMPING SYSTEM
CM	CABLE CLAMPING SYSTEM
CN	CABLE CLAMPING SYSTEM
CO	CABLE CLAMPING SYSTEM
CP	CABLE CLAMPING SYSTEM
CQ	CABLE CLAMPING SYSTEM
CR	CABLE CLAMPING SYSTEM
CS	CABLE CLAMPING SYSTEM
CT	CABLE CLAMPING SYSTEM
CU	CABLE CLAMPING SYSTEM
CV	CABLE CLAMPING SYSTEM
CW	CABLE CLAMPING SYSTEM
CX	CABLE CLAMPING SYSTEM
CY	CABLE CLAMPING SYSTEM
CZ	CABLE CLAMPING SYSTEM
DA	DANGER
DB	DANGER
DC	DANGER
DD	DANGER
DE	DANGER
DF	DANGER
DG	DANGER
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DI	DANGER
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DY	DANGER
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EM	ELECTRIC
EN	ELECTRIC
EO	ELECTRIC
EP	ELECTRIC
EQ	ELECTRIC
ER	ELECTRIC
ES	ELECTRIC
ET	ELECTRIC
EU	ELECTRIC
EV	ELECTRIC
EW	ELECTRIC
EX	ELECTRIC
EY	ELECTRIC
EZ	ELECTRIC
FA	FLOOR
FB	FLOOR
FC	FLOOR
FD	FLOOR
FE	FLOOR
FF	FLOOR
FG	FLOOR
FH	FLOOR
FI	FLOOR
FJ	FLOOR
FK	FLOOR
FL	FLOOR
FM	FLOOR
FN	FLOOR
FO	FLOOR
FP	FLOOR
FQ	FLOOR
FR	FLOOR
FS	FLOOR
FT	FLOOR
FU	FLOOR
FV	FLOOR
FW	FLOOR
FX	FLOOR
FY	FLOOR
FZ	FLOOR
GA	GAS
GB	GAS
GC	GAS
GD	GAS
GE	GAS
GF	GAS
GG	GAS
GH	GAS
GI	GAS
GJ	GAS
GK	GAS
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GZ	GAS
HA	HAND
HB	HAND
HC	HAND
HD	HAND
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HF	HAND
HG	HAND
HH	HAND
HI	HAND
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HK	HAND
HL	HAND
HM	HAND
HN	HAND
HO	HAND
HP	HAND
HQ	HAND
HR	HAND
HS	HAND
HT	HAND
HU	HAND
HV	HAND
HW	HAND
HX	HAND
HY	HAND
HZ	HAND
IA	INDUSTRIAL
IB	INDUSTRIAL
IC	INDUSTRIAL
ID	INDUSTRIAL
IE	INDUSTRIAL
IF	INDUSTRIAL
IG	INDUSTRIAL
IH	INDUSTRIAL
II	INDUSTRIAL
IJ	INDUSTRIAL
IK	INDUSTRIAL
IL	INDUSTRIAL
IM	INDUSTRIAL
IN	INDUSTRIAL
IO	INDUSTRIAL
IP	INDUSTRIAL
IQ	INDUSTRIAL
IR	INDUSTRIAL
IS	INDUSTRIAL
IT	INDUSTRIAL
IU	INDUSTRIAL
IV	INDUSTRIAL
IW	INDUSTRIAL
IX	INDUSTRIAL
IY	INDUSTRIAL
IZ	INDUSTRIAL
JA	JUNCTION
JB	JUNCTION
JC	JUNCTION
JD	JUNCTION
JE	JUNCTION
JF	JUNCTION
JG	JUNCTION
JH	JUNCTION
JI	JUNCTION
JJ	JUNCTION
JK	JUNCTION
JL	JUNCTION
JM	JUNCTION
JN	JUNCTION
JO	JUNCTION
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LU	LAMP
LV	LAMP
LW	LAMP
LX	LAMP
LY	LAMP
LZ	LAMP
MA	MATERIAL
MB	MATERIAL
MC	MATERIAL
MD	MATERIAL
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MF	MATERIAL
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MT	MATERIAL
MU	MATERIAL
MV	MATERIAL
MW	MATERIAL
MX	MATERIAL
MY	MATERIAL
MZ	MATERIAL
NA	NOT A PART
NB	NOT A PART
NC	NOT A PART
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NE	NOT A PART
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NI	NOT A PART
NJ	NOT A PART
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NN	NOT A PART
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NR	NOT A PART
NS	NOT A PART
NT	NOT A PART
NU	NOT A PART
NV	NOT A PART
NW	NOT A PART
NX	NOT A PART
NY	NOT A PART
NZ	NOT A PART
OA	OVERHEAD
OB	OVERHEAD
OC	OVERHEAD
OD	OVERHEAD
OE	OVERHEAD
OF	OVERHEAD
OG	OVERHEAD
OH	OVERHEAD
OI	OVERHEAD
OJ	OVERHEAD
OK	OVERHEAD
OL	OVERHEAD
OM	OVERHEAD
ON	OVERHEAD
OO	OVERHEAD
OP	OVERHEAD
OQ	OVERHEAD
OR	OVERHEAD
OS	OVERHEAD
OT	OVERHEAD
OU	OVERHEAD
OV	OVERHEAD
OW	OVERHEAD
OX	OVERHEAD
OY	OVERHEAD
OZ	OVERHEAD
PA	PANEL
PB	PANEL
PC	PANEL
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QC	QUALITY
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QE	QUALITY
QF	QUALITY
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RU	RACE
RV	RACE
RW	RACE
RX	RACE
RY	RACE
RZ	RACE













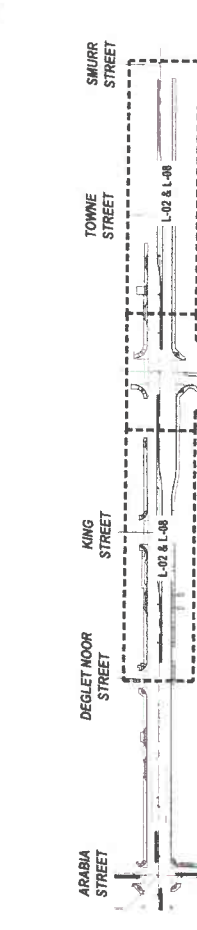
**CITY OF INDIO'S STANDARD GENERAL NOTES**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT ENGINEERING STANDARDS FOR THE CITY OF INDIO. THE DESIGNER SHALL BE RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED TO THE CITY ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN NECESSARY PERMITS FOR ALL DEVELOPMENT PROJECTS TO BE CONSTRUCTED IN THE CITY OF INDIO AND TO OBTAIN NECESSARY PERMITS FROM ALL NECESSARY AGENCIES. ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL NECESSARY AGENCIES. ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL NECESSARY AGENCIES. ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

**HOLD HARMLESS & INDEMNIFICATION CLAUSE**

CONTRACTOR AGREES TO ASSUME SOLE RESPONSIBILITY FOR ALL SITE CONDITIONS EXCEPT THE COURSE OF THE PROJECT AND THE LOCATION OF ALL UTILITIES AND STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL NECESSARY AGENCIES. ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

**CITY OF INDIO  
EAST COUNTY DETENTION CENTER  
OFF-SITE LANDSCAPE PLANS HWY. 111 & OASIS ST. MEDIANS**



**NOTICE TO CONTRACTOR**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL NECESSARY AGENCIES. ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

**SOIL ANALYSIS NOTE**

CONTRACTOR AND/OR OWNER IS RESPONSIBLE FOR SUBMITTING A SOIL ANALYSIS REPORT AND OBTAINING NECESSARY PERMITS FROM ALL NECESSARY AGENCIES.

**IRRIGATION ORDINANCE STATEMENT**

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE CURRENT WATER EFFICIENCY ORDINANCE AND TO OBTAIN NECESSARY PERMITS FROM ALL NECESSARY AGENCIES.

**MAINTENANCE**

CONTRACTOR SHALL MAINTAIN ALL UNDERGROUND UTILITIES AND STRUCTURES IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS.

**EXISTING UNDERGROUND STRUCTURES**

THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL NECESSARY AGENCIES.



**VICINITY MAP:**  
THE SITE IS LOCATED AT THE INTERSECTION OF HIGHWAY 111 AND OASIS STREET, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, CA.

**PROJECT DIRECTORY**

**OWNER/APPLICANT:**  
CITY OF INDIO  
1000 W. VALLEY BLVD  
INDIO, CA 92521  
TEL: (951) 898-3000  
FAX: (951) 898-3000

**LANDSCAPE ARCHITECT:**  
ALBERT A. WEBB ASSOCIATES  
2700 MACKEY STREET  
INDIO, CA 92521  
TEL: (951) 898-3000  
FAX: (951) 898-3000

**CIVIL ENGINEER:**  
ALBERT A. WEBB ASSOCIATES  
2700 MACKEY STREET  
INDIO, CA 92521  
TEL: (951) 898-3000  
FAX: (951) 898-3000

**SCOPE OF WORK**

CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS AS DESCRIBED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL NECESSARY AGENCIES.

**CLIMATE ZONE**

CLIMATE ZONE: 6

**SHEET INDEX**

NO.	DATE	DESCRIPTION
1	10/28/2019	ISSUED FOR PERMIT
2	10/28/2019	ISSUED FOR PERMIT
3	10/28/2019	ISSUED FOR PERMIT
4	11/08/2019	ISSUED FOR PERMIT
5	11/08/2019	ISSUED FOR PERMIT

**DIGALERT**  
UNDEGROUND SERVICE ALERT (USA) OF 800 OTHER CALIFORNIA UTILITIES  
CALL 811  
BEFORE YOU DIG  
AT LEAST TWO DAYS BEFORE YOU DIG

CONTRACTOR:	DATE:	PROJECT NO.:	DATE:
INSPECTOR:	DATE:	PROJECT NO.:	DATE:
DATE COMPLETED:	DATE:	PROJECT NO.:	DATE:
DATE COMPLETED:	DATE:	PROJECT NO.:	DATE:
DATE COMPLETED:	DATE:	PROJECT NO.:	DATE:

**DESIGNER'S SEAL**  
ALBERT A. WEBB ASSOCIATES  
REGISTERED PROFESSIONAL ENGINEER  
No. C-68610

**APPROVER'S SEAL**  
CITY OF INDIO  
REGISTERED PROFESSIONAL ENGINEER  
No. C-68610

**APPROVED BY:**  
JUAN J. RAY, P.E.  
CITY ENGINEER  
RICE No. 08510  
DATE: 11/11/19

**PLAN CHECKED BY:**  
10/28/19

**APPROVED BY:**  
JUAN J. RAY, P.E.  
CITY ENGINEER  
RICE No. 08510  
DATE: 11/11/19

NO.	DATE	DESCRIPTION
1	10/28/2019	ISSUED FOR PERMIT
2	10/28/2019	ISSUED FOR PERMIT
3	10/28/2019	ISSUED FOR PERMIT
4	11/08/2019	ISSUED FOR PERMIT
5	11/08/2019	ISSUED FOR PERMIT

**REVISIONS**

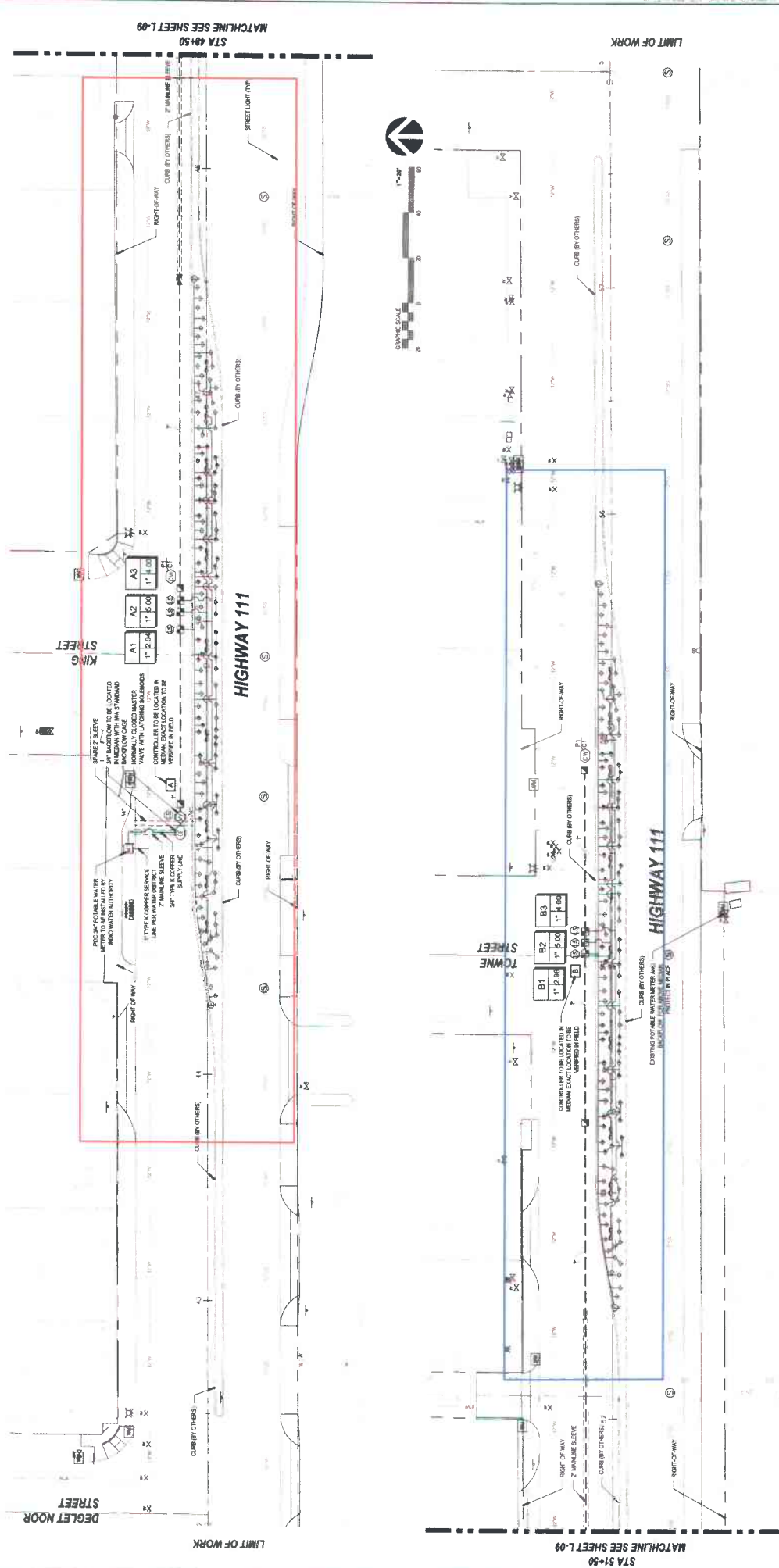
NO.	DATE	DESCRIPTION
1	10/28/2019	ISSUED FOR PERMIT
2	10/28/2019	ISSUED FOR PERMIT
3	10/28/2019	ISSUED FOR PERMIT
4	11/08/2019	ISSUED FOR PERMIT
5	11/08/2019	ISSUED FOR PERMIT

**APPENDIX 2**

**CITY OF INDIO**  
JOHN J. BENOT DETENTION CENTER  
OFF-SITE LANDSCAPE PLANS  
HWY. 111 & OASIS ST. MEDIANS  
TITLE SHEET

**SHEET NO. L-01**

**CITY FILE NO. D-1008**



STA 51+50 MATCHLINE SEE SHEET L-09

LIMIT OF WORK

DEGETT NOOR STREET

KING STREET

TOWNE STREET

HIGHWAY 111

HIGHWAY 111

RIGHT-OF-WAY

CURB (BY OTHERS)

STREET LIGHT (BY OTHERS)

STA 49+50 MATCHLINE SEE SHEET L-09

LIMIT OF WORK

GRAPHIC SCALE 1"=20'

GRAPHIC SCALE 1"=20'

SEE SHEET L-09 FOR IRRIGATION SCHEDULES AND NOTES

ADDITIONAL 2

**DIGALERT** DIAL TOLL FREE 811

AT LEAST 48 HOURS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

NO.	DATE	BY	REVISIONS

DESIGNED BY: **WEBB ASSOCIATES**

ALBERT A. ENGINEERING CONSULTANTS  
3788 MACCRAY STREET  
DOWNEY, CA 90241  
PH: (951) 686-1070  
FAX: (951) 788-1256

APPROVED BY: *Juan Rava*

JUAN RAVA, P.E.  
CIVIL ENGINEER  
RCE No. 06610

CITY OF IRVINE  
JOHN J. BENNETT DETENTION CENTER  
OFF-SITE LANDSCAPE PLANS  
HWY. 111 & OASIS ST. MEDIANS  
IRRIGATION PLAN

DATE: 7/17/17

STA. 51+50  
MATCHLINE SEE SHEET L-08

LEGEND  
 Base Bid - Hwy 111 (Arriba St to Oasis St)  
 Alternate 1 - Hwy 111 (Oasis St to Street S)  
 Alternate 2 - Oasis St



STA. 48+50  
MATCHLINE SEE SHEET L-08

STA. 24+00  
MATCHLINE SEE SHEET L-10

STA. 24+00  
MATCHLINE SEE SHEET L-06 FOR IRRIGATION SCHEDULES AND NOTES

CONTRACTOR IS TO VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

EXISTING 15" POTABLE WATER METER AND 4" FIBER OPTIC CABLE TO BE PROTECTED IN PLACE.

EXISTING 6" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

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EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

EXISTING 12" DRAINAGE CONTROL LOCATED 300 FEET EAST OF PAVEMENT TO BE PROTECTED IN PLACE.

**DIGALERT**  
 DIAL TOLL FREE 911  
 AT LEAST 30 DAYS BEFORE YOU DIG  
 UNIFORMED BRIDGE ALERT OF SOUTHERN CALIFORNIA

CONTRACTOR:	DATE:
INSPECTOR:	DATE:
DATE COMPLETE:	DATE:
AS BUILT COMP. DATE:	DATE:
CONSTRUCTION RECORD:	DATE:
BENCHMARK:	DATE:

DESIGNED BY:	DESIGNER'S SEAL:
ALBERT A. WEBB ASSOCIATES	Professional Engineer Seal
DATE: 01/08/19	DATE: 01/08/19

**WEBB ASSOCIATES**  
 ENGINEERING CONSULTANTS  
 3785 ACCURAY STREET  
 PLAZA AVE, SUITE 100  
 PH (951) 886-1070  
 FAX (951) 788-1256

**APPROVER'S SEAL**  
 Professional Engineer Seal  
 No. C 66013

APPROVED BY:  
 JUAN RAYA, P.E.  
 CITY ENGINEER  
 RCE No. 66516



CITY OF INDIIO  
 JOHN J. BENOT DETENTION CENTER  
 OFF-SITE LANDSCAPE PLANS  
 HWY. 111 & OASIS ST. MEDIANS  
 IRRIGATION PLAN

DATE: 1/14/19

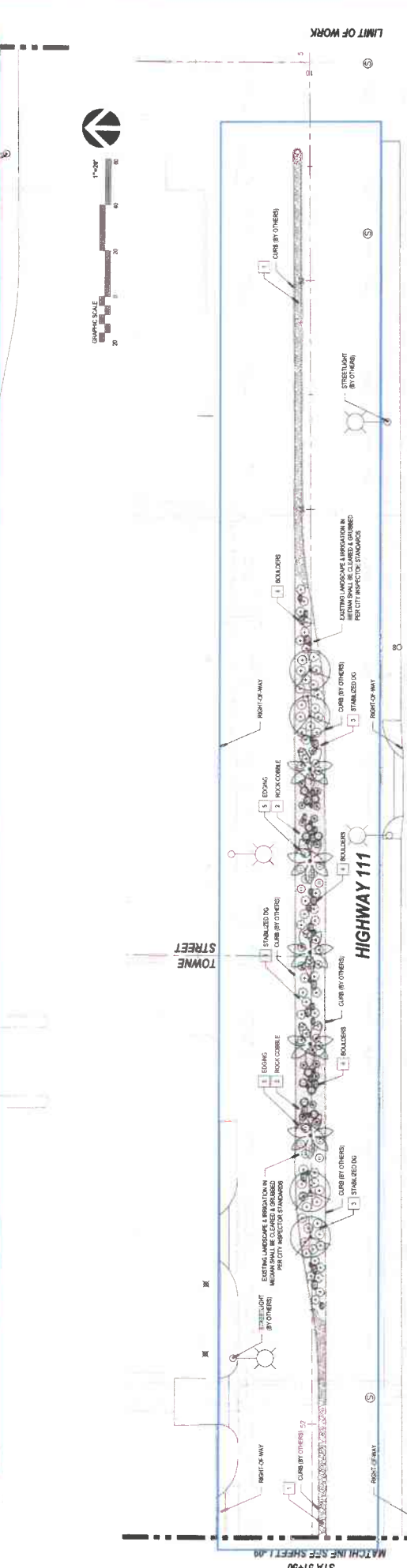
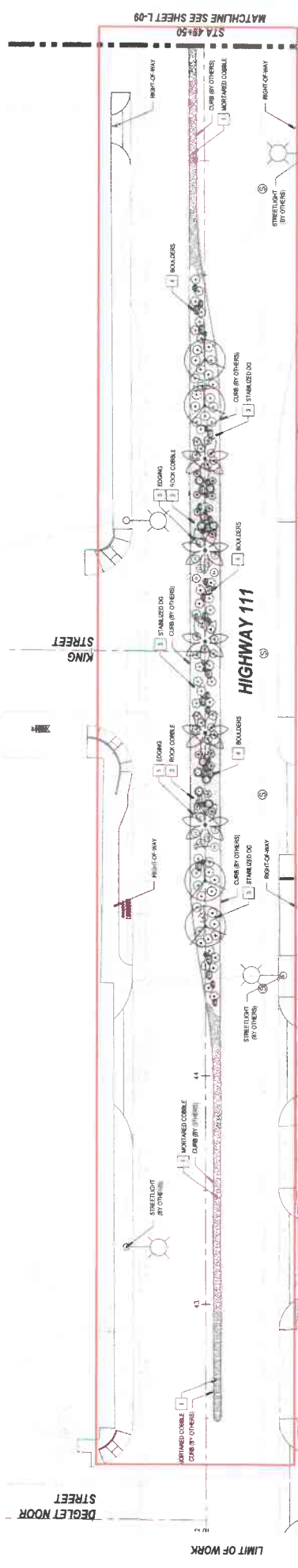
PROJECT NO. 18-001  
 SHEET NO. L-03  
 OF 13 SHEETS











**DIGALERT** DIAL TOLL FREE 811  
A SERVICE PROVIDED BY THE CALIFORNIA  
UTILITY SERVICE CENTER OF SOUTHERN CALIFORNIA

CONTRACTOR: \_\_\_\_\_  
INSPECTOR: \_\_\_\_\_  
DATE COMPLETED: \_\_\_\_\_  
CONSTRUCTION RECORD: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_  
BENCHMARK: \_\_\_\_\_

LEGEND

- Base Bid - Hwy 111 (Arriba Site Only S)
- Alternate 1 - Hwy 111 (Oasis Site - Street S)
- Alternate 2 - Oasis S

DESIGNED BY: **ALBERT A. WEBB ASSOCIATES**  
GUILHERMO RODRIGUEZ, P.E.  
EXP. DATE: 01/28/19

DESIGNER'S SEAL:

DATE: 01/28/19

APPROVED BY: *Juan F. Baya*  
**JUAN F. BAYA, P.E.**  
CITY ENGINEER  
RCE No. 68510

APPROVER'S SEAL:

DATE: 2/14/19

PLAN CHECKED BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_

CITY OF INDO  
JOHN J. BENOT DETENTION CENTER  
OFF-SITE LANDSCAPE PLANS  
HWY. 111 & OASIS ST. MEDIANS  
PLANTING PLAN

PROJECT NO. 1901  
1901 111 001  
1901 111 001  
1901 111 001

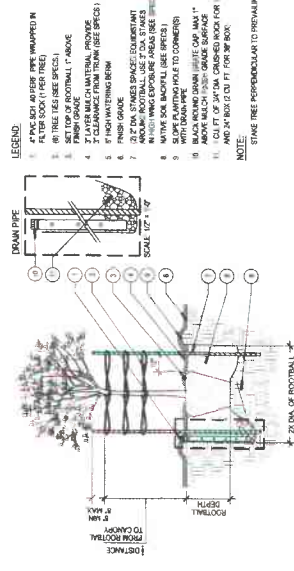
DATE: 2/14/19

SEE SHEET L-10 FOR PLANTING AND MATERIAL LEGENDS AND NOTES  
APPENDIX 4

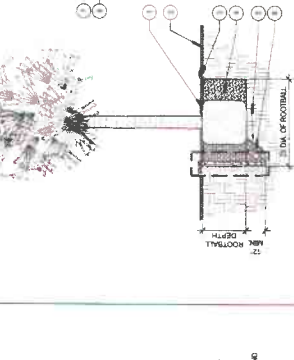




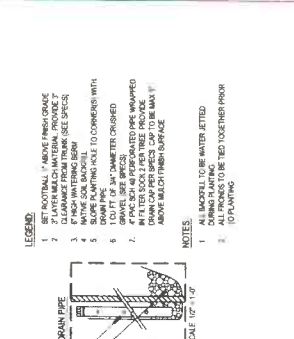




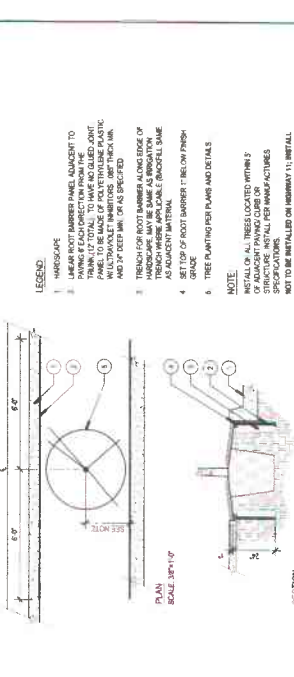
**4C TREE ON LEVEL GRADE**  
SCALE 1/4" = 1'-0"  
SCALE 1/4" = 1'-0"



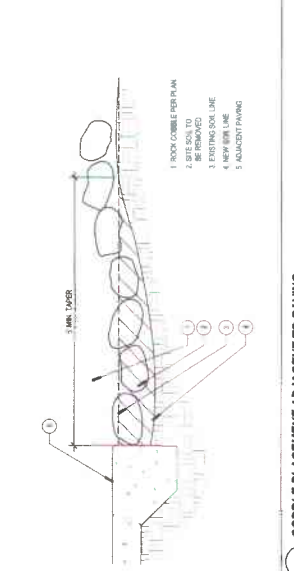
**4B PALM TREE PLANTING**  
SCALE 1/4" = 1'-0"



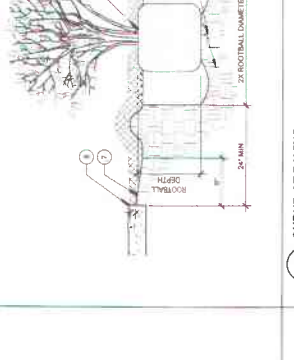
**4A ROOT BARRIER**  
SCALE 3/8" = 1'-0"



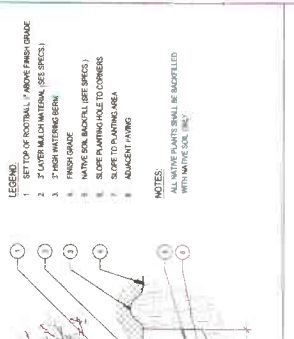
**4F ALUMINUM LANDSCAPE BED EDGING**  
SCALE 3/8" = 1'-0"



**4E COBBLE PLACEMENT ADJACENT TO PAVING**  
SCALE 3/8" = 1'-0"



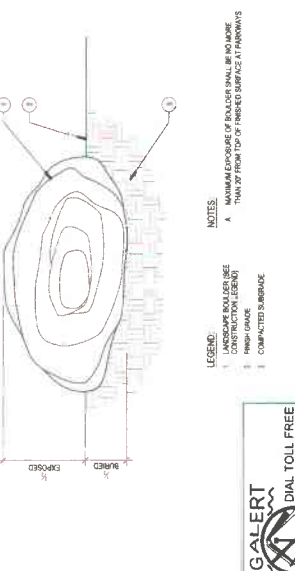
**4D SHRUB AT PAVING**  
SCALE 1/4" = 1'-0"



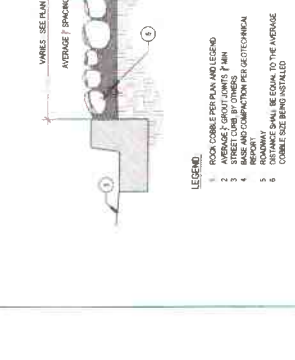
**4C TREE ON LEVEL GRADE**  
SCALE 1/4" = 1'-0"  
SCALE 1/4" = 1'-0"



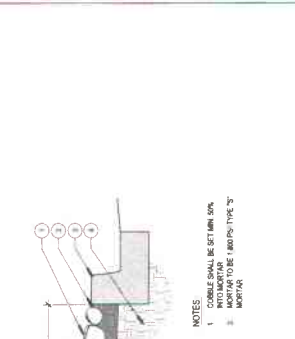
**4F ALUMINUM LANDSCAPE BED EDGING**  
SCALE 3/8" = 1'-0"



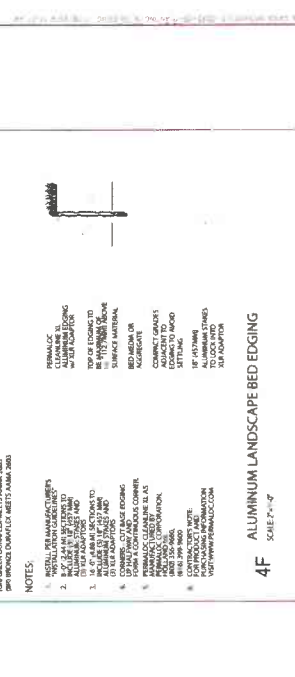
**4H BOULDER PLACEMENT**  
SCALE 1/4" = 1'-0"



**4G MORTARED-IN-PLACE COBBLE**  
SCALE 1/4" = 1'-0"



**4D SHRUB AT PAVING**  
SCALE 1/4" = 1'-0"



**4F ALUMINUM LANDSCAPE BED EDGING**  
SCALE 3/8" = 1'-0"

<b>DIGALERT</b>		DIAL TOLL FREE 811	
A SERVICE PROVIDED BY THE CALIFORNIA STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS		A SERVICE PROVIDED BY THE CALIFORNIA STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS	
CONTRACTOR:	INSPECTOR:	DATE:	SCALE:
DATE:	DATE:	DATE:	DATE:
CONSTRUCTION RECORD:	REVISIONS:	DATE:	DATE:
BENCHMARK:	DATE:	DATE:	DATE:

<b>DESIGNER'S SEAL</b>	<b>DESIGNED BY:</b>	<b>DATE:</b>
ALBERT A. WEBB ASSOCIATES	ALBERT A. WEBB	01-20-18
REGISTERED PROFESSIONAL ENGINEER	REGISTERED PROFESSIONAL ENGINEER	REGISTERED PROFESSIONAL ENGINEER
NO. C 8810	NO. C 8810	NO. C 8810

<b>APPROVER'S SEAL</b>	<b>APPROVED BY:</b>	<b>DATE:</b>
JUAN F. MAYA, P.E.	JUAN F. MAYA, P.E.	01-20-18
CITY ENGINEER	CITY ENGINEER	CITY ENGINEER
RCE NO. 88319	RCE NO. 88319	RCE NO. 88319

<b>PLANTING DETAILS</b>	<b>CITY OF INDO</b>
<b>JOHN J. BENNETT DETENTION CENTER</b>	<b>OFF-SITE LANDSCAPE PLANS</b>
<b>HWY. 111 &amp; OASIS ST. MEDIANS</b>	<b>PLANTING DETAILS</b>
<b>100 CIVIC CENTER MALL</b>	<b>INDO, CA 94701</b>
<b>WWW.CITYOFINDO.COM</b>	<b>WWW.CITYOFINDO.COM</b>
<b>DATE: 01/20/18</b>	<b>DATE: 01/20/18</b>
<b>SCALE: 1/4" = 1'-0"</b>	<b>SCALE: 1/4" = 1'-0"</b>
<b>SHEET NO. L-11</b>	<b>SHEET NO. L-11</b>
<b>OF 15 SHEETS</b>	<b>OF 15 SHEETS</b>
<b>UP No. 1000</b>	<b>UP No. 1000</b>











State of California

# Department of Industrial Rel

## Contractor Information

**Legal Entity Name**

MATICH CORPORATION

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000004260

**Registration effective date**

07/01/19

**Registration expiration date**

06/30/22

**Mailing Address**

P O BOX 10 HIGHLAND 92346 CA United States of America

**Physical Address**

1596 E HARRY SHEPPARD BLVD SAN BERNARDINO 92408 ...

**Email Address**

rmatich@matichcorp.com

**Trade Name/DBA**

MATICH CORPORATION

**License Number (s)**

CSLB:149783

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

## Registration Histo

Effective Date	Expirati
06/05/18	06/30/:
05/08/17	06/30/:
06/07/16	06/30/:
07/08/15	06/30/:
12/22/14	06/30/:
07/01/19	06/30/:

## Legal Entity Information

**Corporation Entity Number:**

1000004260

**Federal Employment Identification Number:**

**President Name:**

STEPHEN A MATICH

**Vice President Name:**

JASON G JONES

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

**President Name:**

STEPHEN A MATICH

**Vice President Name:**

ROBERT M MATICH

**Treasurer Name:**

RANDALL S VALADEZ

**Secretary Name:**

RANDALL S VALADEZ

**CEO Name:**

STEPHEN A MATICH

Agency for Service:

**Agent of Service Name:**

ROBERT M MATICH





State of California

# Department of Industrial Rel

## Contractor Information

**Legal Entity Name**  
PAVEMENT RECYCLING SYSTEMS INC

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000003363

**Registration effective date**  
07/01/20

**Registration expiration date**  
06/30/23

**Mailing Address**  
10240 SAN SEVAINE WAY JURUPA VALLEY 91752 C...

**Physical Address**  
10240 SAN SEVAINE WAY JURUPA VALLEY 91752 C...

**Email Address**  
rstewart@pavementrecycling.com

**Trade Name/DBA**  
PAVEMENT RECYCLING SYSTEMS INC

**License Number (s)**  
CSLB:569352  
CSLB:569352

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

## Registration History

Effective Date	Expiration Date
05/07/18	06/30/19
05/09/17	06/30/18
05/04/16	06/30/17
06/08/15	06/30/16
12/03/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

## Legal Entity Information

**Corporation Entity Number:** C1459029

**Federal Employment Identification Number:** 330353433

**President Name:** STEPHEN CONCANNON

**Vice President Name:**

**Treasurer Name:** NATHAN BEYLER

**Secretary Name:** STEPHEN CONCANNON

**CEO Name:**

**Agency for Service:**

**Agent of Service Name:** STEPHEN CONCANNON

**Agent of Service Mailing Address:** 10240 SAN SEVAINE WAY JURUPA VA



State of California  
**Department of Industrial Rel**

**Contractor Information**

**Legal Entity Name**  
 ALCORN FENCE COMPANY

**Legal Entity Type**  
 Corporation

**Status**  
 Active

**Registration Number**  
 1000001986

**Registration effective date**  
 07/01/19

**Registration expiration date**  
 06/30/22

**Mailing Address**  
 P.O. BOX 1249 SUN VALLEY 91352 CA United States ...

**Physical Address**  
 9901 GLENOAKS BOULEVARD SUN VALLEY 91352 C...

**Email Address**  
 tom@alcornfence.com

**Trade Name/DBA**

**License Number (s)**

CSLB:122954

CSLB:176374

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

**Registration History**

Effective Date	Expiration Date
06/15/18	06/30/19
05/12/17	06/30/18
05/16/16	06/30/17
06/05/15	06/30/16
10/15/14	06/30/15
07/01/19	06/30/22

**Legal Entity Information**

**Corporation Entity Number:**

951659211

**Federal Employment Identification Number:**

951659211

**President Name:**

THOMAS STACK

**Vice President Name:**

GUSTAVO MADRIGAL

**Treasurer Name:**

OSCAR E MANCILLA

**Secretary Name:**

OSCAR E MANCILLA

**CEO Name:**

Agency for Service:

**Agent of Service Name:**

THOMAS STACK

**Agent of Service Mailing Address:**

9901 GLENOAKS BOULEVARD SUN V/

**Worker's Compensation**



State of California

# Department of Industrial Rel

## Contractor Information

**Legal Entity Name**  
EBS UTILITIES ADJUSTING, INC

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000004286

**Registration effective date**  
07/01/20

**Registration expiration date**  
06/30/21

**Mailing Address**  
1345 Quarry St. #101 CORONA 92879 CA Unite...

**Physical Address**  
1345 Quarry St. #101 CORONA 92879 CA Unite...

**Email Address**  
kfairweather@ebsgeneral.com

**Trade Name/DBA**

**License Number (s)**  
CSLB:932798  
CSLB:932798

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

## Registration History

Effective Date	Expiration Date
05/11/18	06/30/19
05/26/17	06/30/18
06/03/16	06/30/17
06/19/15	06/30/16
12/23/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21

## Legal Entity Information

**Corporation Entity Number:** 3129508

**Federal Employment Identification Number:** 263346902

**President Name:** THOMAS NANCI

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:** JOSEPH D. NANCI

**CEO Name:**

**Agency for Service:**

**Agent of Service Name:** FERANANDO LEONE

**Agent of Service Mailing Address:** 207 N. BROADWAY #F SANTA ANA 92

## Worker's Compensation



State of California

# Department of Industrial Rel

## Contractor Information

**Legal Entity Name**

TORRENT RESOURCES CA INCORPORATED

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000024894

**Registration effective date**

07/01/19

**Registration expiration date**

06/30/22

**Mailing Address**

1509 E ELWOOD STREET PHOENIX 85040 AZ Un...

**Physical Address**

9950 ALDER AVE BLOOMINGTON 92316 CA Unite...

**Email Address**

tfranco@torrentresources.com

**Trade Name/DBA**
**License Number (s)**

Other:886759

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

## Registration History

Effective Date	Expiration Date
05/23/18	06/30/19
05/15/17	06/30/18
06/07/16	06/30/17
07/02/15	06/30/16
07/01/19	06/30/22

## Legal Entity Information

**Corporation Entity Number:**

C2886693

**Federal Employment Identification Number:**
**President Name:**

JEREMY LIVENGOOD

**Vice President Name:**
**Treasurer Name:**
**Secretary Name:**
**CEO Name:**

JEREMY LIVENGOOD

Agency for Service:
**Agent of Service Name:**

DUSTIN REYNOLDS

**Agent of Service Mailing Address:**

1509 E ELWOOD STREET PHOENIX 85

## Worker's Compensation



State of California

# Department of Industrial Rel

(<https://www.dir.ca.gov/>)

## Contractor Information

**Legal Entity Name**

CAL STRIPE, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000001100

**Registration effective date**

07/01/20

**Registration expiration date**

06/30/22

**Mailing Address**

2040 E. STEEL RD. COLTON 92324 CA United Sta...

**Physical Address**

2040 E. STEEL RD. COLTON 92324 CA United Sta...

**Email Address**

jcoleman@calstripe.com

**Trade Name/DBA**

CAL STRIPE, INC.

**License Number (s)**

CSLB:685387

Other:685387

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

## Registration History

Effective Date	Expiration Date
06/18/18	06/30/19
05/19/17	06/30/18
06/01/16	06/30/17
06/09/15	06/30/16
08/28/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/22

## Legal Entity Information

**Corporation Entity Number:**

2996479

**Federal Employment Identification Number:**

**President Name:**

RUDY ZAVALANI

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

CHERYL ZAVALANI

**CEO Name:**

Agency for Service:

**Agent of Service Name:**

RUDY ZAVALANI

**Agent of Service Mailing Address:**

2040 E. STEEL ROAD COLTON 92324



State of California

# Department of Industrial Rel

## Contractor Information

**Legal Entity Name**

GRIFFITH COMPANY

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000005611

**Registration effective date**

07/01/19

**Registration expiration date**

06/30/22

**Mailing Address**

3050 E.BIRCH ST BRE A 92821 CA United States ...

**Physical Address**

3050 E.BIRCH ST BRE A 92821 CA United States ...

**Email Address**

sruelas@griffithcompany.net

**Trade Name/DBA****License Number (s)**

CSLB:88

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## Registration History

Effective Date	Expiration Date
05/25/18	06/30/19
05/08/17	06/30/18
06/01/16	06/30/17
06/01/15	06/30/16
01/14/15	06/30/15
07/01/19	06/30/22

## Legal Entity Information

**Corporation Entity Number:**

C0101416

**Federal Employment Identification Number:**

950795590

**President Name:**

JAIMIE ANGUS

**Vice President Name:**

RYAN AUKERMAN

**Treasurer Name:**

ESTEBAN RUELAS

**Secretary Name:**

ESTEBAN RUELAS

**CEO Name:**

JAIMIE ANGUS

**Agency for Service:****Agent of Service Name:**

ESTEBAN RUELAS

**Agent of Service Mailing Address:**

3050 E. BIRCH ST. BRE A 92821 CA Un

## Worker's Compensation

SEALED BID

CA LICENSE # 149783



P.O. Box 10, Highland, California 92346      DIR # 1000004260

County of Riverside, 1st floor of the County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

**ATTN.: SEALED BID FOR:**

**JOHN J. BENOIT DETENTION CENTER OFFSITE STORM DRAIN, STREET,  
LANDSCAPE AND TRAFFIC SIGNAL IMPROVEMENT PROJECT PHASE II**

**PROJECT NO.: FM08110006391**

**\*\*DO NOT OPEN WITH REGULAR MAIL\*\***

Bid Date: September 23, 2020

Bid Time: 10:00 AM

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**

2020 SEP 23 AM 9:57

SEALED BID