#### CITY OF MENIFEE BID AND CONTRACT DOCUMENTS

#### OWNER-CONTRACTOR AGREEMENT

#### CIP 13-03 HOLLAND ROAD/I-215 INTERCHANGE OVERCROSSING

This	Owne	er-Contra	ctor Ag	greement (	"Agreer	nent")	is made	and entered	into fo	or the	above
refer	enced	Project	by and	d between	the C	ity of	Menifee	("Agency"),	and 1	RIVER	SIDE
CON	STRU	JCTION	COMI	PANY, INC	C ("Con	tractor	"), whose	principal busi	ness ad	ldress is	s 4225
GAR	NER	ROAD,	RIVE	RSIDE, (	CA 925	<b>01</b> on	the	day o	f		,
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In consideration of the mutual covenants and agreements set forth herein, the Agency and Contractor have mutually agreed as follows:

#### 1. CONSTRUCTION

The Contractor agrees to do all the Work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in accordance with the Contract Documents (as hereinafter defined), including all work, labor, services, materials and equipment described and reasonably inferable from documents enumerated in Exhibit "A" attached hereto and incorporated herein by reference (such construction and furnishing of labor, service, materials and equipment hereinafter referred to as the "Work") in a good worker-like and substantial manner and to the satisfaction of the Agency, in connection with the CIP 13-03 HOLLAND ROAD/I-215 INTERCHANGE OVERCROSSING to be constructed at the Holland Road in the City of Menifee, California. The term Contract Documents shall mean this Agreement, and all of the items enumerated in Exhibit "A" and all change orders or addenda issued by the Agency with respect thereto. Agency must consent in writing to any changes in the scope of Work. Exhibit "A" shall be deemed revised in accordance with any revisions for which Agency's consent has been issued. Any revisions to the scope of Work for which Agency's consent has not been issued shall be null and void.

#### 2. CONTRACT PRICE

Agency hereby agrees to pay and the Contractor agrees to accept as full compensation for all Work performed in accordance with these Contract Documents the Contract Price as set forth in Exhibit "B", Contract Price, attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

#### 3. TIME FOR PERFORMANCE

Time is of the essence in the performance of Work for this Agreement and all timing requirements shall be strictly adhered to unless otherwise modified by the Agency in accordance with these Bid and Contract Documents.

The Contractor shall complete the Work in every detail to the satisfaction of the Agency, exclusive of maintenance periods, within the specified duration set forth in the Notice to Proceed.

#### 4. DELAYS AND EXTENSIONS OF TIME

See Section 6-6 of the Special Provisions.

#### 5. COVID-19 SAFETY

If Contractor or subcontractor(s) enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

### 6. LABOR CODE REQUIREMENTS

Pursuant to Labor Code Section 1771.1, the Contractor and all subcontractors shall be registered with the Department of Industrial Relations. Pursuant to Labor Code Section 1771.4, the Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. [EFFECTIVE APRIL 1, 2015.]

#### 7. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

#### 8. AUTHORIZED AGENCY REPRESENTATIVES

On behalf of the Agency, the City Engineer of the City of Menifee shall be the Agency's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to his/her assigned designees.

#### 9. WORKERS' COMPENSATION INSURANCE

- a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.
- b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

#### 10. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Agency and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

#### 11. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Agency and copies thereof shall be furnished to Agency if requested.

#### 12. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Agency. Agency shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Contractor accomplishes such services.

#### 13. LICENSES AND PERMITS

Contractor represents and declares to Agency that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Agency that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

#### 14. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of Riverside, Temecula Branch

#### 15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

#### 16. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Agency, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties

where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

have read and understoo	d all of the provision	s of this Section 15, above	ve:
	(Initial)	(Initial)	

#### 17. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Agency and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

AGENCY:	CONTRACTOR:						
City of Menifee							
By:	By:Name: Donald M. Pim, President						
Armando G. Villa, City Manager	Its:						
APPROVED AS TO FORM:	By:						
By:	Name: Richard G. Lounsbury, Executive Vice President						
Jeffrey T. Melching, City Attorney	_ Its:						
ATTEST:							
By:	Contractor's City Business License No.						
Stephanie Roseen, Acting City Clerk	State Contractor License No. & Class						
	4225 GARNER ROAD						
	Street Address						

## RIVERSIDE, CA 92501 City, State, Zip Code

[NOTE: In the event the Contractor is a Corporation, the signatures of two separate persons holding different offices must be provided.]

290/031858-0008 7645681.2 a00/00/00

# **EXHIBIT A**

## **CONTRACT DOCUMENTS**

Owner-Contractor Agreement
Bid Schedule
Addenda
Plans
Special Provisions (Specifications)
Standard Specifications for Public Works Construction and Regional Supplements
State Standard Specifications
State Standard Plans
Permits issued by jurisdictional regulatory agencies
Electric, gas, telephone, and cable television company specifications and standards

#### **EXHIBIT B**

#### **CONTRACT PRICE**

Twenty Five Million Eight Hundred Forty Eight Thousand Four Hundred Three Dollars and Eighty Five Cents (\$25,848,403.85)

The Contract Price for performing all Work described in the Contract Documents, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, as determined by the Agency.

#### RIVERSIDE CONSTRUCTION CO. 4225 GARDER RD. P.O. BOX 1146

RAMERSIDE, CA 92502

#### BIDDER'S PROPOSAL

Holland Road – Overcrossing at Interstate 215 CIP 13-03

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the Holland Road – Sewer and Recycled Water Utility Project, CIP No. 13-03, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the plans, specifications, all other referenced documents and all codes and regulations the prices shown on this proposal.

The undersigned has examined the location of the proposed work, and is familiar with the plans and specifications and the local conditions at the place the work is to be done, and also understands that the project will be completely constructed in turn-key condition acceptable to the Owner be for the price of the proposal, including all fees and sales tax upon any materials so furnished. The undersigned has also carefully checked all of the figures given and understands that the Owner will be responsible for any errors or omissions on the part of the undersigned in submitting this proposal.

The Contractor confirms that his/her bid is submitted with respect to the changes to the contract included in all addenda issued by the Owner.

Receipt is hereby acknowledged of Addenda No.(s) 1, 2

The undersigned has examined the current State of California schedule of prevailing wage rates for the types of work to be done on this project and agrees to pay not less than these rates.

Bio	Forms/Documentation Requirements Checklist
$\checkmark$	BIDDER'S PROPOSAL / ADDENDA ACKNOWLEDEMENT
<b>/</b>	BID SCHEDULE FORM (SCHEDULE)
/	CERTIFICATE REGARDING CONTRACTOR'S LICENSE
/	BID SECURITY. CASHIER'S CHECK OR BID BOND
/	NON-COLLUSION AFFIDAVIT
$\vee$	CONTRACTOR'S REFERENCE LIST
	CONTRACTOR'S RESUMES OF KEY PERSONNEL
/	DESIGNATION OF SUBCONTRACTORS
	CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION INSURANCE
	DEBARMENT AND SUSPENSION CERTIFICATION
	CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION
	COPY OF CA DEPT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION
$\checkmark$	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

All Bidders are REQUIRED to use unit prices where indicated and to complete this schedule. All items shall be complete and in place per plans (if applicable) and these Bid and Contract Documents.

#### Holland Road - Overcrossing at Interstate 215

CIP No. 13-03

BIDDER'S PROPOSAL REV 2 (continued)

SIVERSIDE CONSTRUCTION CO.

4225 GARNER RD.

P.O. BOX 1146

ENERSIDE, CA 92502

#### **BID SCHEDULE**

ITEM No.	CODE	FINAL PAY ITEM (F)	ITEM DESCRIPTION	UNIT	QTY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1			MOBILIZATION (NOT TO EXCEED 5% OF TOTAL BID PRICE FOR BID ITEMS 2- 194)	LS	1	\$1,150,000.00	\$1,150,000.00
2			CONSTRUCTION SURVEY STAKING	LS	1	\$175,000.00	\$ 175,000.00
3			POTHOLE FOR EXISTING UTILITIES	LS	1	\$ 10,000.00	\$ 10,000.00
4		F	12" PVC C-900 DR-18 WATER LINE PER EMWD STD. DWG B-408	LF	1045	\$ 215.00	\$ 224,675.00
5			12" C-509 FXF RESILIENT SEATED GATE VALVE PER EMWD STD. DWG B-255	EA	3	\$ 5,150.00	\$ 15,450.00
6			CUT IN 12" 11.25 DEG BEND TO EXIST 12" CML&C	LS	1	\$ 12,000.00	\$ 12,000.00
7			CUT IN 12" 90 DEG BEND TO EXIST 12" CML&C	LS	1	\$ 12,000.00	\$ 12,000.00
8			ABANDON EXIST 12" CML&C	LF	1322	\$ 15.00	\$ 19,830.00
9		F	18" STEEL PIPE IN BRIDGE	LF	796	\$ 655.00	\$ 521,380.00
10		F	22" STEEL PIPE CASING	LF	140	\$ 400.00	\$ 56,000.00
11		F	18" STEEL PIPE IN ROADWAY	LF	533	\$ 655.00	\$ 349,115.00
12			VALVES AND FITTINGS FOR PIPE IN BRIDGE (45 DEG BENDS, AIR VALVE, FLEX TENDS)	LS	1	\$150,000.00	\$ 150,000.00
13		F	MISC METAL IN BRIDGE (HANGERS, ETC)	LB	1970	\$ 6.00	\$ 11,820.00
14	129000		TEMPORARY RAILING (TYPE K) (DELETED)	LF	0	\$ -	\$ -
15	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	1768	\$ 65.00	\$ 114,920.00
16	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	1705	\$ 75.00	\$ 127,875.00
17	490605		36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	3677	\$ 180.00	\$ 661,860.00
18	500001		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	\$255,000.00	\$ 255,000.00
19	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	591	\$ 500.00	\$ 295,500.00
20	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	1923	\$ 1,800.00	\$3,461,400.00
21	510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	753	\$ 1,800.00	\$1,355,400.00
22	510088	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N MODIFIED)	CY	228	\$ 850.00	\$ 193,800.00
23	5110XX	F	ARCHITECTURAL TREATMENT BRIDGE BARRIER 1	SQFT	1643	\$ 20.00	\$ 32,860.00
24	5110XX	F	ARCHITECTURAL TREATMENT BRIDGE BARRIER 2	SQFT	257	\$ 20.00	\$ 5,140.00
25	511064	F	FRACTURED RIB TEXTURE	SQFT	3865	\$ 35.00	\$ 135,275.00

# Holland Road - Overcrossing at Interstate 215 ARD. P.O. BOX 1146 CIP No. 13-03

**BIDDER'S PROPOSAL REV 2 (continued)** 

26	519100		JOINT SEAL (MR 2")	LF	165	\$	180.00	\$	29,700.00
26		F		LB	909853	\$	1.25		,137,316.25
27	520102	F	BAR REINFORCING STEEL (BRIDGE)	SQFT	1643	-		\$1	10,679.50
28	597601		PREPARE AND STAIN CONCRETE (780440)		3	\$	6.50	\$	1,500.00
29	600091		ACCESS OPENING, SOFFIT	EA	1000	\$	500.00	1.50	,
30	750501	F	MISCELLANEOUS METAL (BRIDGE)	LB	5060	\$	3.00	\$	15,180.00
31	833088	F	TUBULAR HANDRAILING	LF	120	\$	145.00	\$	17,400.00
32	83XXX	F	METAL BRIDGE RAILING (BRIDGE)	LF	716	\$	325.00	\$	232,700.00
33	839XXX	F	CONCRETE BARRIER (TYPE 732 MODIFIED) (BRIDGE)	LF	776	\$	350.00	\$	271,600.00
34	87XXXA		LIGHTING SYSTEM (BRIDGE)	LS	1	\$2	270,000.00	\$	270,000.00
35	477020	F	MECHANICALLY STABILIZED EMBANKMENT	SQFT	18254	\$	110.00	\$2	2,007,940.00
36	510060	F	STRUCTURAL CONCRETE, RETAINING WALL	CY	4	\$	10,000.00	\$	40,000.00
37	510072	F	STRUCTURAL CONCRETE, BARRIER SLAB	CY	680	\$	725.00	\$	493,000.00
38	510501	F	MINOR CONCRETE (STRUCTURES)	CY	21	\$	1,500.00	\$	31,500.00
39	5110XX	F	ARCHITECTURAL TREATMENT MSE WALL	SQFT	18254	\$	1.00	\$	18,254.00
40	5110XX	F	ARCHITECTURAL TREATMENT MSE BARRIER	SQFT	2596	\$	20.00	\$	51,920.00
41	520103	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	2163	\$	3.50	\$	7,570.50
42	731504		MINOR CONCRETE (CURB AND GUTTER) (STRUCTURES)	CY	27	\$	575.00	\$	15,525.00
43	780460		ANTI-GRAFFITI COATING (DELETE)	SQFT	0	\$	-	\$	-
44	833XXX		METAL BRIDGE RAILING (RETAINING WALL)	LF	1160	\$	325.00	\$	377,000.00
45	839XXX		CONCRETE BARRIER (TYPE 732 MODIFIED) (RETAINING WALL)	LF	1142	\$	350.00	\$	399,700.00
46		F	FREE STANDING BLOCK WALL	LF	36	\$	735.00	\$	26,460.00
47	87XXXA		LIGHTING SYSTEM (RETAINING WALL)	LS	1	\$!	510,000.00	\$	510,000.00
48	70030		LEAD COMPLIANCE PLAN	LS	1	\$	2,500.00	\$	2,500.00
49	80050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$	25,000.00	\$	25,000.00
50	90100		TIME-RELATED OVERHEAD (WDAY)	WDA Y	302	\$	3,500.00		1,057,000.00
51	100100		DEVELOP WATER SUPPLY	LS	1	_	75,000.00	\$	75,000.00
52	120090		CONSTRUCTION AREA SIGNS	LS	1	\$	50,000.00	\$	50,000.00
53	120100		TRAFFIC CONTROL SYSTEM	LS	1	\$.	500,000.00	\$	500,000.00
54	130100		JOB SITE MANAGEMENT	LS	1	\$	50,000.00	\$	50,000.00

### PAVERSIDE CONSTRUCTION CO.

# Holland Road - Overcrossing at Interstate 215 NER RD. P.O. BOX 1146 GIR No. 13-03

# BIDDER'S PROPOSAL REV 2 (continued)

CIP No. 13-03

55	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$	25,000.00	\$ 25,000.00
56	130330		STORM WATER ANNUAL REPORT	EA	2	\$	500.00	\$ 1,000.00
57	130520		TEMPORARY HYDRAULIC MULCH	SQY	31840	\$	0.35	\$ 11,144.00
58	130610		TEMPORARY CHECK DAMS	LF	950	\$	15.00	\$ 14,250.00
59	130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	15	\$	200.00	\$ 3,000.00
60	130640		TEMPORARY FIBER ROLLS	LF	11099	\$	4.50	\$ 49,945.50
61	130680		TEMPORARY SILT FENCE	LF	979	\$	8.00	\$ 7,832.00
62	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	2	\$	5,000.00	\$ 10,000.00
63	130730		STREET SWEEPING	LS	1	\$	75,000.00	\$ 75,000.00
64	130900		TEMPORARY CONCRETE WASHOUT	EA	2	\$	1,500.00	\$ 3,000.00
65	141103		REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	310	\$	10.00	\$ 3,100.00
66	170103		CLEARING AND GRUBBING (LS)	LS	1	\$4	150,000.00	\$ 450,000.00
67	190101		ROADWAY EXCAVATION	CY	1500	\$	30.00	\$ 45,000.00
68	194001		DITCH EXCAVATION	CY	4941	\$	6.00	\$ 29,646.00
69	198010		IMPORTED BORROW (CY)	CY	180026	\$	5.00	\$ 900,130.00
70	200114		ROCK BLANKET	SQFT	24975	\$	20.00	\$ 499,500.00
71	200123		CULTIVATION	SQYD	4500	\$	1.50	\$ 6,750.00
72	202004		IRON SULFATE (LB)	LB	193	\$	2.00	\$ 386.00
73	202006		SOIL AMENDMENT	CY	140	\$	100.00	\$ 14,000.00
74	202038		PACKET FERTILIZER	EA	1287	\$	1.00	\$ 1,287.00
75	204011		PLANT (GROUP K)	EA	58	\$	450.00	\$ 26,100.00
76	204035		PLANT (GROUP A)	EA	1201	\$	10.00	\$ 12,010.00
77	204036		PLANT (GROUP B)	EA	20	\$	27.00	\$ 540.00
78	204038		PLANT (GROUP U)	EA	8	\$	75.00	\$ 600.00
79	204099		PLANT ESTABLISHMENT WORK	LS	1	\$	12,000.00	\$ 12,000.00
80	205033		2" GRAVEL MULCH - GOLD	SQFT	37831	\$	3.00	\$ 113,493.00
81	205033		2" GRAVEL MULCH - RED	SQFT	27474	\$	3.20	\$ 87,916.80
82	205034		DECOMPOSED GRANITE - GOLD	SQFT	36135	\$	3.80	\$ 137,313.00
83	205034		DECOMPOSED GRANITE - RED	SQFT	6201	\$	4.50	\$ 27,904.50
84	205035		WOOD MULCH	CY	430	\$	65.00	\$ 27,950.00
85	208282	F	8" PLASTIC PIPE (PR 200) (SUPPLY LINE)	LF	34	\$	100.00	\$ 3,400.00
86	208425		1.5" BACKFLOW PREVENTER	EA	2	\$	8,000.00	\$ 16,000.00
87	208440		BACKFLOW PREVENTER ENCLOSURE	EA	2	\$	5,000.00	\$ 10,000.00
88	208683		BALL VALVE (1")	EA	6	\$	420.00	\$ 2,520.00
89	208683		BALL VALVE (2")	EA	12	\$	80.00	\$ 960.00

## ENERSIDE CONSTRUCTION CO.

- 50,92502

# Holland Road - Overcrossing at Interstate 215 BIDDER'S PROPOSAL REV 2 (continued)

CIP No. 13-03

90	208758		8" CORRUGATED STEEL PIPE CONDUIT (.064" THICK)	LF	335	\$ 90.00	\$	30,150.00
91	206559		CONTROL AND NEUTRAL CONDUCTORS (ARMOR-CLAD)	LS	1	\$ 30,000.00	\$	30,000.00
92	206562		1" REMOTE CONTROL VALVE	EA	10	\$ 650.00	\$	6,500.00
93	206564		1 1/2" REMOTE CONTROL VALVE	EA	13	\$ 700.00	\$	9,100.00
94	206758		24 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	2	\$ 11,000.00	\$	22,000.00
95	208301		IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	2	\$ 4,500.00	\$	9,000.00
96	18916		1 1/2" FLOW SENSOR	EA	2	\$ 1,400.00	\$	2,800.00
97	208445		TREE WELL SPRINKLER ASSEMBLY	EA	114	\$ 32.00	\$	3,648.00
98	208445		SHRUB BUBBLER ASSEMBLY	EA	1154	\$ 29.00	\$	33,466.00
99	208576		2 1/2" GATE VALVE	EA	3	\$ 1,250.00	\$	3,750.00
100	208594	F	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	7000	\$ 7.50	\$	52,500.00
101	208595	F	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	3100	\$ 6.50	\$	20,150.00
102	208597	F	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	500	\$ 9.00	\$	4,500.00
103	208599	F	2 1/2" PLASTIC PIPE (CLASS 315) (SUPPLY LINE)	LF	3600	\$ 18.00	\$	64,800.00
104	206562		2" REMOTE CONTROL VALVE (MASTER)	EA	2	\$ 800.00	\$	1,600.00
105	18755		2" PRESSURE REDUCING VALVE	EA	2	\$ 2,500.00	\$	5,000.00
106	208447		POP UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	EA	19	\$ 46.00	\$	874.00
107	208649		QUICK COUPLING VALVE	EA	18	\$ 540.00	\$	9,720.00
108			PULL BOX	EA	6	\$ 185.00	\$	1,110.00
109	210300		HYDROMULCH	SQFT	1508	\$ 1.10	\$	1,658.80
110	210340		HYDROSEED	SQFT	1508	\$ 0.55	\$	829.40
111	210610	1	COMPOST	CY	5	\$ 400.00	\$	2,000.00
112	210630		INCORPORATE MATERIALS	SQFT	1508	\$ 0.20	\$	301.60
113	260203		CLASS 2 AGGREGATE BASE (CY)	CY	6650	\$ 65.00	\$	432,250.00
114	374002		ASPHALTIC EMULSION (FOG SEAL COAT)	TON	1	\$ 900.00	\$	900.00
115	375009		TACK COAT (SEAL)	TON	6	\$ 880.00	\$	5,280.00
116	390100		PRIME COAT	TON	6	\$ 1,000.00	\$	6,000.00
117	390132		HOT MIX ASPHALT (TYPE A)	TON	12400	\$ 116.00	\$:	L,438,400.00

# Holland Road - Overcrossing at Interstate 215 BOX 1148 BOX 1148 BOX 1202

118	390137		RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	2700	\$ 142.00	\$ 383,400.00
119	398001		REMOVE ASPHALT CONCRETE PAVEMENT	SQFT	114618	\$ 0.50	\$ 57,309.00
120	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	10168	\$ 5.00	\$ 50,840.00
121	510092	F	STRUCTURAL CONCRETE, HEADWALL	CY	7	\$ 2,500.00	\$ 17,500.00
122	510094	F	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	42	\$ 2,500.00	\$ 105,000.00
123	510501	F	MINOR CONCRETE (ROADWAY)	CY	19	\$ 2,800.00	\$ 53,200.00
124	510502	F	MINOR CONCRETE (MINOR STRUCTURE)	CY	1	\$ 5,000.00	\$ 5,000.00
125	510526	F	MINOR CONCRETE (BACKFILL)	CY	82	\$ 400.00	\$ 32,800.00
126	62xxxx		CONNECTOR PIPE SCREEN - CPS-U-4.7	EA	7	\$ 3,000.00	\$ 21,000.00
127	62xxxx		CONNECTOR PIPE SCREEN - CPS-U-5.7	EA	1	\$ 4,500.00	\$ 4,500.00
128	62xxxx		MODULAR WETLAND SYSTEM - MWS-L-4-8-3'- 4"-V-UG	EA	1	\$ 60,000.00	\$ 60,000.00
129	62xxxx		MODULAR WETLAND SYSTEM - MWS-L-8-12-3'-11.5"-V	EA	1	\$ 80,000.00	\$ 80,000.00
130	62xxxx		MODULAR WETLAND SYSTEM - MWS-L-4-19- 3'-4"-V-UG	EA	1	\$ 90,000.00	\$ 90,000.00
131	62xxxx		MODULAR WETLAND SYSTEM - MWS-L-4-19- 3'-4"-V-UG	EA	1	\$ 90,000.00	\$ 90,000.00
132	650014		18" REINFORCED CONCRETE PIPE	LF	656	\$ 160.00	\$ 104,960.00
133	650022		30" REINFORCED CONCRETE PIPE	LF	468	\$ 165.00	\$ 77,220.00
134	650026		36" REINFORCED CONCRETE PIPE	LF	645	\$ 260.00	\$ 167,700.00
135	680902		6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	127	\$ 68.00	\$ 8,636.00
136	680903		6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN	LF	6	\$ 49.00	\$ 294.00
137	682042	F	CLASS 2 PERMEABLE MATERIAL (BLANKET)	CY	74	\$ 185.00	\$ 13,690.00
138	705011		18" STEEL FLARED END SECTION	EA	1	\$ 2,500.00	\$ 2,500.00
139	705019		30" STEEL FLARED END SECTION	EA	3	\$ 2,800.00	\$ 8,400.00
140	707117		36" PRECAST CONCRETE PIPE INLET	LF	19	\$ 300.00	\$ 5,700.00
141	723050		ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B)	CY	85	\$ 200.00	\$ 17,000.00
142	723080		ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B)	СУ	12	\$ 300.00	\$ 3,600.00

# Holland Road - Overcrossing at Interstate 215 BIDI CIP No. 13-03 CA 92502

### **BIDDER'S PROPOSAL REV 2 (continued)**

143	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	1943	\$ 1.00	\$ 1,943.00
144	730070		DETECTABLE WARNING SURFACE	SQFT	<del>96</del> 100	\$ 75.00	\$ 7,500.00
145	731510		MINOR CONCRETE (CURB,GUTTER, SIDEWALK AND DRIVEWAY)	CY	728	\$ 600.00	\$ 436,800.00
146	731521		MINOR CONCRETE (SIDEWALK) (DELETED)	CY	0	\$ -	\$ -
147	731623		MINOR CONCRETE (CURB RAMP)	CY	60	\$ 600.00	\$ 36,000.00
148	731840		REMOVE CONCRETE (CURB AND GUTTER)	LF	1964	\$ 8.00	\$ 15,712.00
149	73176X		REMOVE CONCRETE SIDEWALK	SQYD	2364	\$ 10.00	\$ 23,640.00
150	733000		PRE/POST CONSTRUCTION SURVEYS	EA	9	\$ 2,500.00	\$ 22,500.00
151	750001	F	MISCELLANEOUS IRON AND STEEL	LB	4306	\$ 4.00	\$ 17,224.00
152	770030		SIGNAL AND LIGHTING (CITY STREET LOCATION 1)	LS	1	\$445,000.00	\$ 445,000.00
153	770050		SIGNAL AND LIGHTING (CITY STREET LOCATION 2)	LS	1	\$410,000.00	\$ 410,000.00
154	770090		LIGHTING (CITY STREET)	LS	1	\$160,000.00	\$ 160,000.00
155	780260		REMOVE AND REPLACE MONUMENT	EA	3	\$ 2,500.00	\$ 7,500.00
156	800360		CHAIN LINK FENCE (TYPE CL-6)	LF	1710	\$ 28.00	\$ 47,880.00
157	803020	1	REMOVE FENCE	LF	403	\$ 15.00	\$ 6,045.00
158	810190		GUARD RAILING DELINEATOR	EA	152	\$ 22.00	\$ 3,344.00
159	82XXXX		ROADSIDE SIGNS	LS	1	\$ 15,000.00	\$ 15,000.00
160	832005		MIDWEST GUARDRAIL SYSTEM	LF	1900	\$ 38.00	\$ 72,200.00
161	839521	F	CABLE RAILING	LF	13	\$ 335.00	\$ 4,355.00
162	839543		TRANSITION RAILING (TYPE WB-31)	EA	4	\$ 5,800.00	\$ 23,200.00
163	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	- 3	\$ 4,500.00	\$ 13,500.00
164	839561		RAIL TENSIONING ASSEMBLY	EA	4	\$ 975.00	\$ 3,900.00
165	839581		END ANCHOR ASSEMBLY (TYPE SFT)	EA	1	\$ 1,800.00	\$ 1,800.00
166	839640		CONCRETE BARRIER (TYPE 60M)	LF	90	\$ 265.00	\$ 23,850.00
167	839644		CONCRETE BARRIER (TYPE 60MF)	LF	340	\$ 265.00	\$ 90,100.00
168	839774		REMOVE CONCRETE BARRIER	LF	167	\$ 70.00	\$ 11,690.00
169	846051		12" RUMBLE STRIP (ASPHALT CONCRETE PAVEMENT)	STA	18	\$ 620.00	\$ 11,160.00
170	84XXXX		STRIPING	LS	1	\$145,000.00	\$ 145,000.00
171	871812		INTERCONNECTION CONDUIT AND CABLE (LS)	LS	1	\$150,000.00	\$ 150,000.00
172	995100		WATER METER CHARGES	LS	2	\$ 30,000.00	\$ 60,000.00
173	66103		MAINTAIN EXISTING PLANTED AREAS (EXTRA WORK)	LS	1	\$ 40,000.00	\$ 40,000.00

Holland Road - Overcrossing at Interstate 215 Res RD. BID
P.O. BOX 1146
CIP No. 13-03

BIDDER'S PROPOSAL REV 2 (continued)

CIP No. 13-03

174	66063	TRAFFIC MANAGEMENT PLAN - PUBLIC INFORMATION	LS	1	\$ 500.00	\$ 500.00
175	66070	MAINTAIN TRAFFIC	LS	1	\$ 1,500.00	\$ 1,500.00
176	66103	MAINTAIN EXISTING PLANTED AREAS (EXTRA WORK)	LS	1	29,000.00	\$ 29,000.00
177	66393	HMA SMOOTHNESS INCENTIVE	ŁS		\$ -	
178	66595	WATER POLLUTION CONTROL MAINTENANCE SHARING	LS	1	\$8,500	\$8,500
179	66596	ADDITIONAL WATER POLLUTION CONTROL	LS	1.	\$6,000	\$6,000
180	66597	STORM WATER SAMPLING AND ANALYSIS	EA	10	\$ 500.00	\$ 5,000.00
181	66916	ANNUAL CONSTRUCTION GENERAL PERMIT	EA	2	\$ 500.00	\$ 1,000.00
182	66610	PARTNERING	LS	1	\$ 7,500.00	\$ 7,500.00
183	66670	PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS	LS	1	\$ 1.00	\$ 1.00
184	66919	DISPUTE RESOLUTION BOARD (Caltrans)	LS	1	\$ 2,500.00	\$ 2,500.00
185	72181X	SLOPE PAVING (COBBLESTONE) Deleted see item #70	<del>SQ FT</del>		\$ -	
186		CUT IN 12" 45 DEG BEND TO EXIST 12" CML&C	LS	1	\$ 12,000.00	\$ 12,000.00
187		6" C-509 FXF RESILIENT SEATED GATE VALVE PER EMWD STD. DWG B-255	EA	2	\$ 3,100.00	\$ 6,200.00
188		6" B.O. PER EMWD STD. DWG. B-351	EA	2	\$ 9,100.00	\$ 18,200.00
189		REMOVE ACP PIPE	LF	110	\$ 172.00	\$ 18,920.00
190		12" FUSIBLE PVC C900 DR-14	LF	108	\$ 345.00	\$ 37,260.00
191		6" PVC C-900 DR-18 WATER LINE PER EMWD STD. DWG B-408	LF	54	\$ 130.00	\$ 7,020.00
192		CONTROLLED DENSITY FILL FOR PIPE COVER	EA	4	\$ 1,000.00	\$ 4,000.00
193		12" ACP/PVC ADAPTOR	EA	1	\$ 1,700.00	\$ 1,700.00
194		CUT AND JOIN EXISTING 12" WATER LINE (HANOVER LANE WATER LINE RELOCATION)	EA	4	\$ 1,700.00	\$ 6,800.00

#### PAVERSIDE OUT LYANGTION CO. 4126 CAF BER RD.

# Holland Road - Overcrossing at Interstate 215(3) RIVERSIDE, CA 92502

#### **BIDDER'S PROPOSAL REV 2 (continued)**

CIP No. 13-03

19!	148005	148005 NOISE MONITORING		LS	1	\$10,000	\$10,000
	TOTAL						\$25,848,403.85

Total in words: TWENTY FIVE MILLION EIGHT HUNDRED FOURTY EIGHT THOUSAND FOUR HUNDRED THESE DOLLANS AND EIGHTY FIVE CENTS

In the event of a variation between the unit price and extended total, the unit price will be used and the corrected extension will be considered as the amount bid. If the bid is illegible and cannot be reconciled it will be considered non-responsive and will not be considered for award.

The lowest responsive bidder shall be determined by comparing sum of the base bid amount(s) with that of all additive or alternative bids (if any) of bidders deemed by the Owner to be responsive in all other aspects. If equal low bids are received from responsible and responsive bidders the selection shall be made by drawing lots, or other similar random blind method selected by the Owner. If only one responsive bid is received from a responsible bidder the award shall not be made unless the price can be determined to be reasonable based on an analysis by the Owner. The Owner's determination as to the reasonableness of any such bid shall be final.

All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection.

The quantities listed in the bid proposal are provided to give a general indication of the scope of the work and for the comparison of bids. No warranty is made, either expressed or implied, that the actual quantities of work to be done will correspond therewith. Item numbers followed by "(S)" are designated as specialty items.

By signing and submitting this bid the Contractor confirms that they are familiar with the work site and all existing conditions that may affect their work and that they have read and agree to all the terms, conditions and requirements contained or referenced herein and that all the aforementioned has been included in the bid prices listed above including items of work that may not have a specific pay line item and that there shall be no additional costs to the Owner.

WARNING: If an addendum or addenda have been issued by the Owner and not noted above as being received by the bidder, this Bid may be reje

#### RIVERSIDE COMSTRUCTION CO. 4225 GARGER RD. P.O. BOX 1146 BID**REVERBRIDE**SCIA(COMBIDED)

Holland Road – Overcrossing at Interstate 215 CIP No. 13-03

Complete the following:	
Riverside Construction Company, Inc.	
Legal name of the business	
Corporation	
Business Type (Corporation, Partnership, Sole Proprietor)	
50 September 19 10 10 10 10 10 10 10 10 10 10 10 10 10	
N/A	
DBA (if any)	
Donald M. Pim, President	
Name and title of the owner	
Richard G. Lounsbury, Executive VP	
Name and title of second partner or officer	
4225 Garner Rd, Riverside, CA 92501	
Business Address	
(951) 682-8308	
Telephone number	
(951) 682-8350	
Facsimile number	
estimating@rivconstruct.com	
Email address of primary contact	
rivconstruct.com	
Company web address	
9/28/22	Baillandor 9/28/22
Signature of Prime Contractor Date	Signature of Prime Contractor Date
	511-101-1-1-5-11-15
Bryan Lounsbury, Secretary/Treasurer	Richard G. Lounsbury, Executive VP
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

RIVERSIDE CONSTRUCTION CO. 4225 GARNER RD. P.O. BOX 1146 RIVERSIDE, CA 92502

#### CORPORATE RESOLUTION

OF

### RIVERSIDE CONSTRUCTION COMPANY, INC.

December 10, 2020

A meeting of the Board of Directors of Riverside Construction Company, Inc., a California Corporation, was held on December 10, 2020, duly called pursuant to written notice, at which a quorum was present and voting.

The Directors hereby adopt the following recitals, resolutions, and statements pursuant to the Corporation's By-Laws permitting such action to be taken effective January 1, 2021:

#### **OFFICERS – SIGNING CONTRACTS AND OTHER INSTRUMENTS**

WHEREAS, The duly elected Directors of the Corporation are Donald M. Pim – Chairman, Richard W. Gove, Kevin M. Kelly, and Bryan M. Lounsbury.

WHEREAS, The Board of Directors may authorize any officer or officers to enter into any Contract or Execute any Instrument in the name of and on behalf of the Corporation.

WHEREAS, The officers of the Corporation are President, Executive Vice President, Vice President, Secretary, and Treasurer.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the By-Laws of the Corporation, Article IV-Section 5, the following officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to enter into and Execute any Contract, and or Execute any Instrument in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are now held by the following persons, whose title and signature appear after their respective name;

(Officer) Donald M. Pim – President:

(Officer) Richard G. Lounsbury – Executive Vice President:

(Officer) Jason A. Moore – Vice President:

(Officer) Bryan M. Lounsbury - Secretary / Treasurer:

#### RIVERSIDE CONSTRUCTION CO. 4225 GARNER RD. P.O. BOX 1146 RIVERSIDE, CA 92502

RESOLVED, FURTHER, that the following officers of the Corporation designated by the Board of Directors shall be and are authorized and empowered to execute contract change orders in the name of and on behalf of the Corporation. The Corporation Officers referred to herein are held by the following persons, whose title and signature appear after their respective name;

(Officer) Gregory G. Camp, Jr. - Vice President:

**RESOLVED, FURTHER**, that the authority conferred to the Corporation officers hereinabove may be exercised individually or jointly by any of such officers and shall continue in full force and effect until modification or revocation by the Board of Directors of the Corporation.

**RESOLVED, FURTHER**, that the Secretary of the Corporation is instructed to insert this resolution in the Corporation's Minute Book.

IN WITNESS WHEREOF, The undersigned, constituting all the Directors of the Corporation, hereby adopt this Resolution in the name of and behalf of the Corporation effective on the date first set forth above.

Donald M. Pim - Chairman/Director

Richard W. Gove Director

Kevin M. Kelly - Director

Bryan M. Lounsbury - Director