NOTICE TO BID
AND
CONSTRUCTION
DOCUMENTS

NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the construction of:

BIG LEAGUE DREAMS PERRIS VALLEY SPORTS PARK

PROJECT ADDRESS:

2155 Trumble Road, Perris, CA 92570

Proposals shall be delivered to the Clerk of the Board, County of Riverside 4080 Lemon Street, 1st Floor, Riverside, CA 92501, not later than 10 am, Tuesday, March 30th, 2010 to be promptly opened in public at said address.

A MANDATORY job walk will be held at the project site, corner of Trumble Road and Mapes Road, Perris, CA on March 4, 2010 at 10:00 am.

Each proposal shall be in accordance with Plans, Specifications and other Contract Documents dated 2/16/2010 and prepared by MOORE IACOFANO GOLTSMAN, INC., whose address is 801 N. Harbor Blvd., Fullerton, CA 92832, (714) 871-3638. The Plans, Specifications, and other Contract Documents can be reviewed at http://dfs.aandirepro.com and purchased by calling A&I Reprographics at (909) 514-0704. There will be a non-refundable charge per set. Bidders requesting that sets be mailed or shipped to them will be charged the full cost of shipping. Please make checks payable to A&I Reprographics, not the Redevelopment Agency for the County of Riverside.

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employee payments or health and welfare, pension, vacation and similar purposes, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

To be considered, a potential bidder must have a Class A license, as required under provisions of the Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.

The engineer's estimate for this project is $29,000,000. The Owner will also be retaining a consulting firm for construction management services for this project.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

Kecia Harper-Ihem, Clerk of the Board

By:_____ Dated:
Deputy

INSTRUCTIONS TO BIDDER

A. COMMUNICATION: All communication **will be in writing**, no phone calls or other verbal communication will be allowed.

Bidders may submit questions or request clarifications of any aspect of the proposal process or proposed construction on the form provided title "Request for Information" (RFI). RFI's may be faxed, mailed or delivered to the person designated as the contact. All RFI's and the Owner's answers to RFI's will be complied, faxed and mailed to all registered bidders as soon as possible. To be considered, all RFI's shall be submitted in writing by 5:00 p.m. a minimum of **ten (10) working days** prior to bid date. The person submitting the request will be responsible for its prompt delivery.

All requests shall be submitted as single RFI's for one particular question or subject. Multiple requests per form may or may not be considered at the discretion of the Owner or Owner's representative.

B. FORM OF THE PROPOSAL: The proposal must be made on the attached Contractors Proposal form, which must be filled out completely, dated and signed by the bidder o duly authorized agent in accordance with the directions on the Proposal form.

Each proposal shall include a complete list of the subcontractors proposed for every portion of the work, in accordance with Public Contract Code Sections 4100 - 4114, inclusive.

C. SUBMISSION OF PROPOSAL: Signed copies of each Proposal shall be sealed in an opaque envelope. The envelope shall bear the bidders name and shall be marked:

*PROPOSAL FOR THE CONSTRUCTION OF
BIG LEAGUE DREAMS PERRIS VALLEY SPORTS PARK

PROJECT ADDRESS:

2155 Trumble Road, Perris, CA 92570

Proposals shall be submitted at the place designated in the Notice Inviting Bids at, or before, the time specified in said Notice. Before that time a proposal may be withdrawn, but only in person by the bidder or someone authorized by him in writing, and not by telephone or telegram.

D. INTERPRETATION OF THE DOCUMENTS: Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the Owner. Any interpretation of the documents will be made only by addenda duly issued and a copy of such addenda will be mailed or delivered to each person or firm receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the Architect.

E. ADDENDA TO THE DOCUMENTS: The Owner reserves the right to issue such addenda to the documents as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each bidder. The number and date of each addendum shall be listed on the Contractors Proposal in the space provided.

F. OWNERS RESERVATION OF RIGHTS: The Owner reserves the right to reject any or all proposals and to waive any informality in a bid or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the time set or the opening thereof.

G. BIDDERS CHECK OR BOND: Each proposal must be accompanied by a certified or cashier's check, or by a bid bond on the form supplied by the Owner, drawn in favor of the Owner in an amount not less than ten percent (10%) of the total proposal. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents and the required Payment & Performance bonds in accordance with his proposal accepted by the Owner.

In default of execution of the contract upon award and/or delivery of said Payment and Performance Bonds, such proposal bond or check shall be held subject to payment to the Owner of the difference in money between the amount of the bidders proposal and the amount for which the Owner may legally contract with another party to perform the said work together with the costs to the Owner of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on the said work. The check or bond shall, in addition, be held subject to all other damages suffered by the Owner, as set forth in the contract documents. Said check or bond will be returned upon the close of the period mentioned in Paragraph F above, and to the successful bidder upon execution of the contract documents.

NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON FORM SUPPLIED BY OWNER.

H. AWARD OF CONTRACT: The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing board of the Owner. Execution of the contract documents shall constitute a written memorial thereof.

I. ADDITIONAL INFORMATION: The Owner reserves the right to require of bidder information regarding financial responsibility or such other information as the Owner determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. All references to an Architect shall be deemed to refer to the Owner where no Architect has been employed by the Owner.

J. PROMPT ACTION BY CONTRACTOR: After the award of the Contract by the Owner, and within four (4) days after the Agreement Forms are presented to the Contractor for signing, he shall return to the Owner the signed Agreements, along with all necessary Bonds and Certificates of Insurance.

K. CAUTION TO BIDDERS: Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the contractor by various other portions of the Contract Documents.

L. PERFORMANCE AND PAYMENTS BONDS: Bidders attention is directed to the requirement that both the Performance and Payment Bonds are one hundred percent (100%) of the contract price.

M. BIDDERS QUALIFICATIONS: To be considered, a potential bidder must have a Class A License, as required under provisions of Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.

N. TIME OF COMPLETION: Time of completion of project is **two hundred seventy (270)** working days from the date specified in the NOTICE TO PROCEED issued by the Owner.

O. BIDS: Under the bidding items listed on Contractors Proposal, bidders shall state prices for bid given herein after:

1. Base Bid shall be the entire work complete in accordance with the drawings and specifications.

CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE
REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Date_____

_____
Bidder

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms and the General Conditions for Big League Dreams Perris Valley, 2155 Trumble Road, Perris, CA 92570, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No._____ Date

Addendum No._____ Date

Addendum No._____ Date

for the total sum, including all applicable taxes, permits and licenses as follows:

Base Bid

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
1.	1	LS	Perris Valley – Big League Dreams		

TOTAL BASE BID $_____

Additive Bid Alternate 1

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
2.	1	LS	Raised seating area at Soccer Stadiums		

Additive Bid Alternate 2

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
3.	1	LS	Additional work at back of Yankee Stadium and Fenway Park		

Additive Bid Alternate 3

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
4.	1	LS	Shade Structures over center bleachers at Minor League Fields		

Additive Bid Alternate 4

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
5.	1	LS	Decorative Paving Feature at park entry		

Additive Bid Alternate 5

Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
6.	1	LS	Resinous flooring material at Stadium Club and Concession Buildings.		

Signed _____ _____

Bidder Company

The Owner may award a contract to the lowest responsive and responsible Bidder. The lowest bid will be determined by the Total Base Bid plus all Add Alternates (Total Net Bid Amount). The Owner reserves the right to award the Base Bid alone or the Base Bid plus any or all of the Add Alternate. In any case, the award will be determined on the basis of the Total Base Bid plus all Add Alternates. The Owner reserves the right to:

- Award a contract for the Base Bid Only; or
- Award a contract for the Base Bid plus any Alternate Bid Items.
- The Owner reserves the right to reject any and all bids.

Base Bid (with course of construction insurance) $_____

Additive Alternates # 1 – 5 $_____

TOTAL NET BID (Base Bid + Alternates) $_____

Course of Construction Insurance Amount $_____

Course of Construction Insurance Deductible $_____

The determination of the low bidder will include all add alternates and the cost of course of construction insurance. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of 1/2 of 1% of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	ADDRESS

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the Contract together with the required labor and material and performance bonds.

BID GUARANTEE

The enclosed certified or cashier's check or bidder's bond on approved form, made payable to the Owner, in the amount of ten percent (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including, but not limited to publication costs, the difference in money between the amount of the bid of the said principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

Name of Bidder

Type of Organization

Signed By_____

Title of Signer_____

Address of Bidder_____

Telephone Number

Contractor's License _____ Classification

If bidder is a corporation, and signer is <u>not</u> President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If bidder is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If bidder is not an individual, list names of other persons authorized to bind the organization.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal : and _____, as Surety, are hereby held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called the "Owner", in the sum of _____ dollars ($_____) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of

_____

_____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication cost, the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the principal's default on the awarded contract. In no event however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

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

In the presence of:

_____	_____(Seal) Individual Principal
_____ Address	_____ Business Address
_____	_____(Seal) Individual Principal
_____ Address	_____ Business Address

Attest:

_____
Corporate Principal

_____
Business Address

_____

By_____
(Affix Corporate Seal)

Attest:

_____
Corporate Principal

_____

_____
Business Address

By_____
(Affix Corporate Seal)

The rate of premium on this bond is _____ per thousand. Total amount of premium charged, $_____.

(The above must be filled in by corporate surety.)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
S
S COUNTY OF RIVERSIDE)

_____, being first duly sworn, deposes and says:

That he or she is _____ of

_____

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

_____
Signature

Subscribed and sworn to before me this_____day of _____, 200____

_____
Signature of Officer Administering Oath

AGREEMENT FORM

THIS AGREEMENT entered into this _____ day of _____, 20__, by and between _____, hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

WITNESSETH

That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of:

_____ I in strict accordance with the plans and specifications dated, _____, prepared by Moore Iacofano Goltsman, Inc., hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **two hundred and seventy (270)** working days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of _____ Dollars ($_____), being the total of the Base Bid.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen'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 Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in _____ counterparts.

Type of Contractor's organization
If other than individual or corporation, list names of all members who have authority to bind firm.

_____ _____ _____

_____ _____ _____

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: Firm Name_____

_____ Signature_____

_____ Address_____

Contractor's License No._____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation_____

Name of Secretary of Corporation_____

Corporation is organized under the laws of the state of_____

Firm Name_____

Signature_____

AFFIX
SEAL

Title of Office

Address_____

Contractor's License No._____

Attest:

Deputy Owner

By _____

_____ _____

Seal Chairman, Board of Directors

_____ _____

PAYMENT BOND

(Public Work - Civil code Section 3247 et seq.)

The makers of this bond are _____, as Principal and Original Contractor, and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated _____, between Principal and _____, a public entity, as Owner, for $_____, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of_____.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED:_____

_____
Original Contractor - Principal

_____
Surety

By _____

By _____
It's Attorney in Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

_____
Notary Public (Seal)

Approved as to form:

Agency Counsel

PERFORMANCE BOND

The makers of this bond, _____, as Principal, and _____, as Surety, are held and firmly bound unto _____, hereinafter called the Owner, in the sum of $_____, _____ dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 20__, for the construction of _____in accordance with plans and specifications, dated _____, 20__.

Now, therefore, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

DATED:

_____

PRINCIPAL

By_____

_____
SURETY

By _____
It's Attorney in Fact

Title _____
(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION INSURANCE

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one (1) or more of the following ways:

a) by being insured against liability to pay compensation with one (1) or more insurers duly authorized to write compensation insurance in this State; or

b) by securing from the Director of Industrial Relations, a Certificate of Consent to Self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees ..."

The undersigned is aware of the provisions of Section 3700 of the Labor Code that 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 will comply with such provisions before commencing the performance of the work of this Contract.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

Address: _____

_____

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

RFI #_____
Official use only

REQUEST FOR INFORMATION FORM

PERRIS VALLEY – BIG LEAGUE DREAMS

BIDDING QUESTIONS TO:

M.I.G., Inc.
801 N. Harbor Blvd. Fullerton, CA 92831
Attention: Robert Echavarria – Project Manager
FAX: (714) 871-1188

DATE SUBMITTED:_____

CONTRACTOR:_____
CONTACT PERSON:_____
ADDRESS:_____
TELEPHONE NUMBER:_____
FACSIMILE NUMBER:_____

Specification Section: Paragraph: Drawing Reference: Detail:

Request:

Signed by:

Response:

[ ] Attachments

Response From:_____
Signed by:_____
Date:_____

NOTE. All questions must be received in writing on the form provided no later than 5:00 p.m., ten (10) working days prior to bid opening. This will allow time to respond to the question and/or to issue an addendum to all contractors addressing the question. Questions received after the due date will not be acknowledged. Please submit one question/request per form, multiple questions may not be answered unless pertaining to same RFI. Written requests via facsimile are encouraged to expedite process. No RFI's via email will be accepted.