

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective March 21, 2023 by and between the City of Beaumont, a municipal corporation (“CITY”), and Dalke & Sons Construction, Inc. (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the City Hall Renovation Project CIP CF-104 (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated January 13, 2023, and CONTRACTOR’s Bid in response to the Invitation, dated February 16, 2023, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of two million four hundred and ninety-eight thousand four hundred and eighty three dollars (\$2,498,483).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad

and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of

the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 2. Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrence of effective dates with primary policies;
 - Policies shall "follow form" to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

- 4. Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any

coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)

day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

15. Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

16. Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Troy Dalke whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the

Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Bid Bond |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Contractor's Certificate Regarding |
| | <input type="checkbox"/> Non-Asbestos Containing Materials |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

CITY:

CITY OF BEAUMONT

By:

Julio Martinez III, Mayor

CONTRACTOR:

DALKE & SONS CONSTRUCTION, INC.

By: _____

Print Name: _____

Title: _____

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)



Website:
<http://beaumontca.gov/>

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

**REQUEST FOR BID
FOR:
CF-104 CITY HALL RENOVATION**

CRITICAL BID DATES, TIMES, & LOCATIONS

Bid Published:	January 13, 2023
Bids Must Be Received By:	February 16, 2023 @ 2:00 P.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall)
Questions In By:	January 26, 2023 @ 2:00 P.M.
Bid Opening Date:	February 16, 2023 @ 2:30 P.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4

CONTACT:
Grace Wichert
Procurement and Contracts Specialist
gwichert@beaumontca.gov

RFB AVAILABLE:
www.publicpurchase.com or
<https://www.beaumontca.gov/949/Bids-and-RFPs>



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NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) is soliciting bids for:

CF-104 City Hall Renovation

BID DATES, TIMES, & LOCATIONS:

Bid Published:	January 13, 2023
Bids Must Be Received By:	February 16, 2023 @ 2:00 P.M
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	January 26, 2023 @ 2:00 P.M.
Bid Opening Date:	February 16, 2023 @ 2:30 P.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date. Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

“CF-104 City Hall Renovation”

LOCATION OF WORK:

The work to be completed is in the City of Beaumont at City Hall, located at 550 E 6th Street, Beaumont, CA 92253.

DESCRIPTION OF WORK:

The proposed work shall be performed in accordance with the Contract; General, Special, and technical Specifications and Drawings.

In general, the work includes the renovation of the City Hall to include, but not limited to demolition, carpentry, plumbing, heating, ventilating and air conditioning (HVAC), and electrical.

CONTRACT LENGTH:

This contract shall be in affect until completion and acceptance of all work. Contract time shall commence based on the contractor’s lead time of construction material. Household appliances (i.e., microwave, refrigerator, etc.) and furniture (i.e., desks, cubicles, etc.) are excluded from contract.

AWARD OF CONTRACT:

The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.



The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

CONTRACT DOCUMENTS AND SPECIFICATION:

Copies of the Contract Documents and Specification are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (<https://www.beaumontca.gov>) and WWW.PUBLICPURCHASE.COM and reviewed at no cost.

BID & BIDDER:

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- Class "B" license

FOR FURTHER INFORMATION CONTACT:

Grace Wichert

E-mail: gwichert@beaumontca.gov



INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS:

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

EXAMINATION OF CONTRACT DOCUMENTS:

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent by email to gwichert@beaumontca.gov. Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSPECTION OF SITE:

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the



construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

ADDENDA:

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, COMPUTER OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.



MODIFICATIONS OF BIDS:

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

DESIGNATION OF SUBCONTRACTORS:

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services in an amount in excess of one-half of 1 percent of the prime contractor's total bid as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

LICENSING REQUIREMENTS:

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

SIGNING OF BIDS:

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be



jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

BID GUARANTEE (BOND):

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

SUBMISSION OF BIDS:

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the



Bid Price, the written amount shall govern.

WITHDRAWAL OF BID:

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

BASIS OF AWARD; BALANCED BIDS:

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

INSURANCE REQUIREMENTS:

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

AWARD PROCESS:

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;



- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

WORKERS COMPENSATION:

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

SUBSTITUTION OF SECURITY:

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

PREVAILING WAGES:

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.



DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS:

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS



BID FORM

NAME OF BIDDER:

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

CF-104 City Hall Renovation

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



BASE BID
BID SCHEDULE
City Hall Renovation

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Bond, Insurance, General Requirements, & Mobilization	1	LS		
2	Selective Demolition and Disposal (02 41 19), including hazardous material abatement	1	LS		
3	Stormwater Compliance (01 57 23), including WDID, SMARTS, SWPPP, NOI, and NOT	1	LS		
4	Concrete Paving (32 13 13), including exterior improvements	1	LS		
5	Metal fabrication, handrails and railings	1	LS		
6	Carpentry- rough & finish, casework solid polymer fabrications	1	LS		
7	Thermal and Moisture Protection, including new roof, insulation, metal flashing and trim, roof accessories, firestopping, and joint sealants	1	LS		
8	Openings, including doors, windows, door hardware, and glazing	1	LS		
9	Interior Finishes, including acoustic suspensions systems, walls, base, flooring, carpet, painting, and all interior remodeling work	1	LS		
10	Specialties, including signage, toilet compartments, bathroom accessories, and fire extinguishing cabinets	1	LS		
11	Furnishings, including metal countertops	1	LS		
12	Fire Suppression, including materials and sprinkler systems	1	LS		
13	Plumbing, including materials, valves, piping, hangers, insulation, specialties, fixtures, and equipment	1	LS		



14	Heating, Ventilation and Air Conditioning (HVAC)	1	LS		
15	Electrical	1	LS		
16	Electronic Safety and Security, including fire detection and alarms	1	LS		
PROJECT BASE BID SUBTOTAL:					



Items include references to specification sections where applicable. Contractor shall verify section and all specifications for bid item. Listed items and references are not intended to provide a complete list of all work included. All specifications and contract documents shall be considered when bidding.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. _____

Expiration Date _____

Class of license _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. _____ thru _____
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**
CF-104 City Hall Renovation

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



BID BOND
CF-104 City Hall Renovation

The makers of this bond are,

as Principal, and

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2023, for

CF-104 City Hall Renovation

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By

Title

(Corporate Seal)

Surety

By

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title



DESIGNATION OF SUBCONTRACTORS

CF-104 City Hall Renovation

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work



Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



INFORMATION REQUIRED OF BIDDERS

CF-104 City Hall Renovation

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

4.0 License Information:

License No.

Class of License

Expiration Date

DIR Registration No.

5.0 How many years has Bidder’s organization been in business as a Contractor?

6.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated?



7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President's Name: _____

7.4 Vice-President's Name(s): _____

7.5 Secretary's Name: _____

7.6 Treasurer's Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:

8.2 Name and address of all partners (state whether general or limited partnership):

9.0 If other than a corporation or partnership, describe organization and name principals: _____

10.0 List other states in which Bidder's organization is legally qualified to do business.



11.0 What type of work does the Bidder normally perform with its own forces?

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):



16.0 Name of Bonding Company and Name and Address of Agent:



B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone



C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone



D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



NON-COLLUSION AFFIDAVIT
CF-104 City Hall Renovation

I, _____, being first duly sworn, deposes and says that he is of _____ the party making the attached 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which



time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.



The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]



IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day
of _____, 2023.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of
premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or
Representative for service of
process in California, if different
from above) _____

(Telephone number of Surety and
Agent or Representative for service
of process in California) _____



STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2023, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed _____, 2023 has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.



It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ 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.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)



BID FORM

NAME OF BIDDER: DALKE & SONS CONSTRUCTION, INC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

CF-104 City Hall Renovation

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	Two million, four hundred ninety-eight thousand, four hundred eighty-three	2,498,483

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



BASE BID
BID SCHEDULE
City Hall Renovation

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Bond, Insurance, General Requirements, & Mobilization	1	LS	70,510	70,510
2	Selective Demolition and Disposal (02 41 19), including hazardous material abatement	1	LS	238,322	238,322
3	Stormwater Compliance (01 57 23), including WDID, SMARTS, SWPPP, NOI, and NOT	1	LS	1,169	1,169
4	Concrete Paving (32 13 13), including exterior improvements	1	LS	25,139	25,139
5	Metal fabrication, handrails and railings	1	LS	34,905	34,905
6	Carpentry- rough & finish, casework solid polymer fabrications	1	LS	161,354	161,354
7	Thermal and Moisture Protection, including new roof, insulation, metal flashing and trim, roof accessories, firestopping, and joint sealants	1	LS	745,776	745,776
8	Openings, including doors, windows, door hardware, and glazing	1	LS	283,405	283,405
9	Interior Finishes, including acoustic suspensions systems, walls, base, flooring, carpet, painting, and all interior remodeling work	1	LS	210,304	210,304
10	Specialties, including signage, toilet compartments, bathroom accessories, and fire extinguishing cabinets	1	LS	25,587	25,587
11	Furnishings, including metal countertops	1	LS	585	585
12	Fire Suppression, including materials and sprinkler systems	1	LS	23,450	23,450
13	Plumbing, including materials, valves, piping, hangers, insulation, specialties, fixtures, and equipment	1	LS	160,185	160,185

City of Beaumont
Request for bid



City Hall Renovation
CF-104

14	Heating, Ventilation and Air Conditioning (HVAC)	1	LS	196,431	196,431
15	Electrical	1	LS	245,522	245,522
16	Electronic Safety and Security, including fire detection and alarms	1	LS	75,839	75,839
PROJECT BASE BID SUBTOTAL:					2,498,483



Items include references to specification sections where applicable. Contractor shall verify section and all specifications for bid item. Listed items and references are not intended to provide a complete list of all work included. All specifications and contract documents shall be considered when bidding.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.



BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 612500

Expiration Date 2/28/2025

Class of license B, C10

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 2
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder DALKE & SONS CONSTRUCTION, INC.

Signature 

Name and Title Barry Dalke, Vice President

Dated 2/16/2023



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California)
County of Riverside)

I HEREBY CERTIFY that during a meeting of the Board of Directors of **DALKE & SONS CONSTRUCTION, INC.** a corporation existing under the Laws of the State of California, held on November 4, 2019, the following resolution was duly passed and adopted:

“Resolved, that **Troy Dalke, as President, Barry Dalke, Todd Dalke, Calvin Dalke Jr., as Vice President** of the corporation, be and is hereby authorized to execute all Bids, Contract Documents and Permits for this corporation and that his execution thereof and with the Corporation Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 4th, day of November 2019.



Troy Dalke, President



Calvin Dalke, Jr., Secretary - Vice-President



DESIGNATION OF SUBCONTRACTORS

CF-104 City Hall Renovation

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued to each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Acoustical Ceiling	Excel Acoustics	Corona	724511	1000056118	1%
Ceramic Tile	Continental Marble	Corona	394	1000002594	1.5%
Coil Doors	Inland Overhead Door	Colton	492369	10000617098	2%
Fire Sprinklers	Kincaid Industries	Thousand Palms	695797	1000022960	1%
Flooring	New Image	San Bernardino	814454	1000002938	.7%
Painting	Pennsylvania Coatings	Temecula	9186689	1000010832	1.5%



Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Plumbing	Combs Plumbing	Yucaipa	517012	1000027354	3.25%
Roofing & Roof Remo	Lietner Roofing	Orange	689961	1000002763	2.8%
Electrical	Wakeland Electric	Lake Elsinore	1063245	1000580743	8.3%
Demo & Abatement	T3 Contractors	Riverside	867365	100002965	2.1%
Fire Alarm	Jam Corp.	Monrovia	791060	100005174	.7%
Doors & Glazing	McKernan	Redlands	957421	100002082	7.8%
HVAC	Anchor HVAC	Granada	1050741	1000365566	6.7%
Drywall	Premier Drywall	Santa Maria	809679	1000011236	1.6%
Low Voltage Data	Unlimited Telecom	Fullerton	1006851	1000889626	1.3%
Concrete	Total Quality	Beaumont	960636	1000017009	.8%
				1000	



Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work



Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work

City of Beaumont
Request for bid



City Hall Renovation
CF-104

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work

Name of Bidder: DALKE & SONS CONSTRUCTION, INC.

Signature:

Name and Title: Barry Dalke, Vice President

Dated: 2/16/2023




CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CF-104 City Hall Renovation

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder DALKE & SONS CONSTRUCTION, INC.

Signature 

Name and Title Barry Dalke, Vice President

Dated 2/16/2023

CONTRACTOR'S CERTIFICATE REGARDING



BID BOND
CF-104 City Hall Renovation

The makers of this bond are,

DALKE & SONS CONSTRUCTION, INC.

as Principal, and

The Ohio Casualty Insurance Company

, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2023, for

CF-104 City Hall Renovation

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 10th day of February, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

DALKE & SONS CONSTRUCTION, INC.

Principal

By

Barry Dalke, Vice President

Title

(Corporate Seal)



Seal No. 8147

The Ohio Casualty Insurance Company
Surety

By

Megan S. Bartman
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

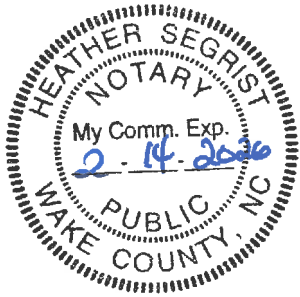
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~XXXXXX~~ North Carolina)
County of Durham)
On 2/10/2023 before me, Heather Segrist
Date Here Insert Name and Title of the Officer
personally appeared Megan S. Bartman
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 [Handwritten Signature]
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: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ 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: 8207365-018037

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, Adam Pfanmiller, Bobbi D. Pendleton, Camille Smith, Christopher A. Lydick, David K. Liggett, Heather Segrist, James Holden Keen, Julia C. McElligott, Kenneth J. Peeples, Megan S. Bartman, Michael McCreadie, Phoebe C. Honeycutt, Ronda Bush

all of the city of Durham state of NC 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 18th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of February, 2022 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 10th day of February, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



INFORMATION REQUIRED OF BIDDERS

CF-104 City Hall Renovation

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: DALKE & SONS CONSTRUCTION, INC.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 4585 Allstate Drive

Riverside, CA 92501

(951) 274-0319 (951) 274-9880
Facsimile Number Telephone Number

4.0 License Information:

612500 B, C10 2/28/2025
License No. Class of License Expiration Date

1000003081
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

32 Years

6.0 How many years has Bidder's organization been in business under its present name? 32 Years

5.1 Under what other or former names has Bidder's organization operated?

N/A



7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: 12/19/1990

7.2 State of Incorporation: California

7.3 President's Name: Troy Dalke

7.4 Vice-President's Name(s): Barry Dalke, Todd Dalke, Calvin Dalke Jr.

7.5 Secretary's Name: Calvin Dalke Jr.

7.6 Treasurer's Name: Calvin Dalke, Jr.

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:
N/A

8.2 Name and address of all partners (state whether general or limited partnership):

N/A

9.0 If other than a corporation or partnership, describe organization and name principals: N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.

California



11.0 What type of work does the Bidder normally perform with its own forces?

Demolition, Electrical, Doors & Frames, Landscaping & Irrigation Repairs, Wood Framing & Site Clean-Up

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

No

14.0 List Trade References:

Demolition Specialist, Inc., Cesar Monroy (951) 737-2077

Ondatje Contracting, Erron Ondatje (951) 403-9297

Edward Graves & Associates, Ed Graves (909) 987-1144

Total Quality Construction, Sergio Guitierrez (951) 403-9297

15.0 List Bank References (Bank and Branch Address):

Wells Fargo Bank 9070 W. Glendale Avenue Glendale, AZ 85305



16.0 Name of Bonding Company and Name and Address of Agent:

The Ohio Casualty Insurance Company

The McGriff Insurance Services

2400 E. Katella Avenue #1100 Anaheim, CA 92806



B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
See Attached				

Current Projects

PROJECT NAME	OWNER, CONTACT, EMAIL & PHONE #	SCOPE OF WORK	INITIAL COMPLETION DATE	INITIAL CONTRACT AMOUNT
Sitework for Relocatables at Mentone Elementary School & Redlands High School	Redlands Unified School District Ken Morse, Project Manager (909) 307-5300 ken_morse@redlands.k12.ca.us	Site Paving Modifications, Path of Travel, Concrete	TBD	\$1,015,570.00
Hans Christensen Middle School Virtual Academy Offices	Menifee Union School District Nora Marquez, Purchasing Agent	Room alterations to rooms 203, 601, 602, 609, 605. Including: demolition, framing, drywall, doors & frames; glazing, paint, electrical, low voltage & HVAC returns	TBD	\$277,890.00
Fullerton College Building 840, Restroom Renovation	North Orange Community College District Jenny Ho, Director of Purchasing (714) 808-4776 jho@noccd.edu	Renovation of existing restrooms	TBD	\$815,686.00
San Jacinto High School Video Production Studio	San Jacinto Unified School District Michael Collins, Facilities (951) 929-7700 mpcollins@sanjacinto.k12.ca.us	Interior Remodel - including (2) classrooms, & MDF room into a video production studio, audio & visual control rooms. Includes: Mechanical, Electrical, Fire Sprinklers, & ADA Modification to Existing Room	TBD	\$717,890.00
Etiwanda District Operation Center & Fueling Station Bid - Cat #16	Etiwanda School District Michael Higgins, Facilities Project Manager (909) 899-2451 michael_higgins@etiwanda.k12.ca.us	Construction of a new 26,946 Sq. Ft., single-story mixed use facility, with surface parking for 139 cars, remote uncovered storage yard and trash enclosure, a loading dock servicing a cold and dry storage warehouse, office spaces, a transportation walk bay with on-site automobile and bus circulation throughout	TBD	\$638,680.00
Colton High School, Theater Equipment Replacement	Colton Joint Unified School District Joann Baeza, Purchasing (909) 580-5000 owen_chang@sjsusd.net	Demolition of existing systems, new rigging systems, drapery, new wheelchair lift. Including: electrical, signage, reconstruction of ramp, replace door & hardware, assisted listening system, refurbish auditorium seating	TBD	\$924,480.00
Vintage Hills Elementary School Modernization - Bid Package #1 General Construction	Temecula Valley Unified School District Janet Dixon, Director of Facilities (951) 506-7914 jdixon@tvusd.k12.ca.us	Reception Area and Media Center remodel, remodel of (2) unisex staff restrooms, selective finish floor replacement, roof mounted HVAC units replacement, EMS system replacement, fire alarm system replacement, built-up roof patching, selective door hardware replacement	8/1/2023	
A.B. Miller High School Bleacher Replacement	Fontana Unified School District Bill Gonzales, Facilities Project Manager (909) 357-7528 gonzwj@tusd.net	Removal of existing bleachers & installation of new bleachers. ADA upgrades to boys & girls restrooms. Replace (2) drinking fountains. Striping & ADA upgrades to parking lot	1/11/2023	\$787,680.00
Laboratory Casework Replacement at Oragewood Continuation High School	Redlands Unified School District Ken Morse, Project Manager (909) 307-5300 ken_morse@redlands.k12.ca.us	Demolition of existing laboratory casework and replacement with new in science classrooms Bldg. B, classroom 8 & Bldg. D classroom 10.	TBD	\$763,480.00

PROJECT NAME	OWNER, CONTACT, EMAIL & PHONE #	SCOPE OF WORK	INITIAL COMPLETION DATE	INITIAL CONTRACT AMOUNT
Fire Station #79 Rehabilitation Project	City of Coachella Andrew Simmons (442) 256-5104 asimmons@coachella.org	Renovation & Addition to Existing Fire Station Facility	TBD	\$6,253,955.00
District Wide Pool Scoreboards, General Package	Chaffey Joint Union High School District Robert Slagle, Director of Operations & Planning (909) 988-8511 robert.slangle@juhsd.net	Colony - Provide New Score Board & Timing System. Including: Demo of Concrete Pool Deck, Upgrades to Existing Shower, New Drinking Fountain & New Bleachers. Los Osos - Provide New Scoreboards & Timing Systems. Including: Demo of Concrete Pool Deck, New Shade Structure, New Bleachers, Parking Upgrades & ADA Upgrades to Student & Staff Restrooms	8/8/2023	\$1,232,480.00
Temecula Valley High School, Floor/Wall & Hood Upgrades	Temecula Valley Unified School District Janet Dixon, Director of Facilities (951) 506-7914 jdixon@tvusd.k12.ca.us	TVHS - Floor Replacement in Bldg. 200 Library, Classroom 709, 713. Replace Wall Finish in Bldg. 1200. Bldg. 300 Kitchen Hood, Replace Fire Suppression. VMHS - Kitchen Hood, Replace Fire Suppression	TBD	\$754,780.00
Districtwide Warehouse Freezer Replacement	Chaffey Joint Union High School District Robert Slagle, Director of Operations & Planning (909) 988-8511 robert.slangle@juhsd.net	Replacement of (2) Exterior Freezers.	8/17/2023	\$332,890.00
CHP Arrowhead Area Office	Department of California Highway Patrol Kenneth Lu, Project Manager (916) 843-3800 kenneth.lu@chp.ca.gov	Demo Asphalt Paving, Concrete, Curbs, Stair, Flatwork & Metal Railings. Modify Railings. Minor Grading. Concrete Flatwork. Drainage Structure. Seal Coat Asphalt & Striping	TBD	\$338,760.00
Central Kitchen Cooler Upgrade	Rialto Unified School District Ricardo Salazar, Purchasing (909) 873-4326 rsalazar@rialtousd.org	Rent & Place Interim Freezer & Cooler. Remove & Replace Fire Sprinkler System within Bulk Walk-In Freezer. Remove & Replace Freezer Cooler. Demolition of Site. Site Utilities. Reconfigure Parking. New Fencing. ADA Signage	1/12/2024	\$3,494,890.00
Etiwanda School District Restroom Building BP #1 - General Package	Chaffey Joint Union High School District Michael Harrison, Director of Operations; Planning & Facilities (909) 988-8511 mike.harrison@chuhsd.com	Utility Tie-In of a Portable Restroom Building, Underground Utilities, Patch Back of Asphalt, Concrete Ramp & Landing, & Fire Alarm	3/7/2023	\$549,680.00



C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects. **]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
See Attached				

Completed Projects - Past 3 Years

PROJECT NAME	OWNER, CONTACT, EMAIL & PHONE #	SCOPE OF WORK	START DATE	COMPLETION DATE	FINAL CONTRACT AMOUNT
General Contracting Services IOC	Orange County, OC Public Works Nicholas Murray, Deputy Purchasing Agent (714) 657-1659	One Year Contract (Time & Materials). Including: Variety of Construction Projects Through-Out the County, Modernizations, Renovation, New Construction, Steel Fabrications, Site & Buildings	12/12/2019	12/12/2022	\$4,638,450.00
EDD San Bernardino Facility Upgrades	Department of General Services Bob Bobben, Project Director (916) 879-2709 robert.bobben@dgs.ca.gov	Upgrading: signage, door hardware, toilet partitions/accessories, exterior storefront doors, AC-1 serving the Telecom/Data Room, LED light fixtures in areas affected by the seismic work, security panel, and adding new seismic wall anchorage, cross ties, anchorage and clips. Exterior work includes: demo and replace NW entry sidewalk/ramp, new curbs, and accessible parking.	9/1/2021	10/17/2022	\$1,040,022.00
Moreno Valley College, School of Public Safety at Ben Clark Training Center - BC #1 & BC #16	Riverside Community College District Melissa Griffith, Purchasing (951) 222-8864 melissa.griffith@rcd.edu.	Bid Category #1- General Requirements. Bid Category #16- Misc. Specialties	9/7/2021	9/16/2022	\$764,960.00
Chaparral High School, Fire Alarm & Pool Cat. #30A	Temecula Valley Unified School District Janet Dixon, Director of Facilities (951) 506-7914 jdixon@tvusd.k12.ca.us	Replastering the recreation pool and replacement of associated markers, replastering the competition pool and replacement of associated markers, new 20X60 PC shade structure, accessibility updates to the restrooms	6/1/2022	8/1/2022	\$1,685,047.00
Troth Street Elementary School, Interim Housing	Jurupa Unified School District Jeffrey Lewis, Director of Centralized Support Serv. (951) 360-4102 jeffrey_lewis@jUSD.k12.ca.us	Minor demolition, relocate existing portable classroom, utilities, fire alarm, fencing, asphalt patchback, ADA upgrades striping & signage	6/7/2022	7/29/2022	\$1,198,549.00
Baldy Mesa Elementary School, Soffit Replacement	Snowline Joint Unified School District Karen Stevens (760) 868-5817 karen_stevens@snowlinehschool.com	Replacement of existing soffit	5/27/2022	7/5/2022	\$673,206.00
Jackson Elementary School, Additions & Alteration - BP #1 General Construction	Riverside Unified School District Jane Jumnongsilp, Director of Purchasing (951) 352-6729 cjumnongsilp@rusd.k12.ca.us	Construction of New Two Story Classroom Building Alteration to Bldgs. A, B, C, D, E, F, G, H, M, N. Relocation of (10) Existing Portables. Construction of New Staff Parking & Kindergarten Playground Area. ADA Upgrades. Removal of (6) Interim Housing Portables.	5/11/2020	5/19/2022	\$6,072,927.00
Facility Modifications @Santa Ana Bus Base for I-405 Toll Operations Center	Orange County Transportation Authority Marjorie Theests, Senior Contract Administrator 560-5552 mthreests@octa.net	Interior Renovation to Server & Viewing Rooms	1/1/2021	4/25/2022	\$847,552.00
Lake Arrowhead Conference Center LACC-080	The Regents of the University of California Capital Programs	One Year Contract (Time & Materials) Including: Variety of Construction Projects Through-Out the Facility, Modernizations, Renovation, New Construction, Steel Fabrications, Site & Buildings	2/24/2020	8/27/2021	\$822,574.00
John L Golden, HVAC Replacement- Category #1 - General Construction	Etiwanda School District Michael Higgins, Facilities Project Manager (909) 899-2451 michael_higgins@etiwanda.k12.ca.us	John L Golden, HVAC Replacement- Category #1 - General Construction	6/25/2021	8/3/2021	\$916,027.62

PROJECT NAME	OWNER, CONTACT, EMAIL & PHONE #	SCOPE OF WORK	START DATE	COMPLETION DATE	FINAL CONTRACT AMOUNT
OC Sheriff Aliso Viejo Parking Lot Renovation	Orange County Sheriff Mindy Brawner (714) 920-0141 mlbrawner@ocsheriff.gov	Remove and replace existing parking lot. Concrete Flatwork, Path of Travel, New Trash Enclosure, New Car Wash Structure, Paint & Stripe	11/30/2020	6/2/2021	\$892,227.00
Orange Wood Children & Family Center Roof Replacement	Orange County Public Works Don Nguyen, Project Manager (714) 380-7254 don.nguyen@ocpwccgov.com	Remove & replace roofs for buildings B, C & D. Misc. dry rot repair & painting	12/28/2020	5/19/2021	\$692,077.90
Riverside MSF & Lighting Replacement Project	California Department of General Services, Real Estate Division, PMDB Roland Alinea, Project Manager (916) 274-0126 roland.alinea@dsig.ca.gov	Provide New Modular System Furnishing & Related New Lighting, Power & Signal Services. Accessibility Path of Travel Upgrades	1/2/2020	3/31/2021	\$809,820.99
Collins Aerospace Systems (Time & Material 2020)	Collins Aerospace Systems, Goodrich Corporation Naren Mehta, Facilities Engineer (951) 351-5029 narendra.mehta2@collins.com	One Year Contract (Time & Materials). Including: Variety of Construction Projects Through-Out the Facility, Modernizations, Renovation, New Construction, Steel Fabrications, Site & Buildings	1/1/2020	12/31/2020	\$1,250,128.00
Construction of Block Wall at Montvue Elementary School	Pomona Unified School District Jonathan Koyama, Director of Purchasing (909) 397-4800 Jonathan.Koyama@pomona.k12.ca.us	Construct a new CMU Wall	8/10/2020	12/9/2020	\$317,788.00
HVAC Upgrades at Hemet & West Valley High School	Hemet Unified School District Mike Sattley, Director of Facilities & Planning (951) 765-5100 msattley@hemetusd.org	Remove and Replace Existing HVAC Units and Ductwork at Two Sites	4/22/2020	11/17/2020	\$3,031,164.96
Perris Operations Center, Paving & Electrical Improvements	Moreno Valley Unified School District John Nichols (951) 571-7690 jnichols@mvusd.net	Install New Electrical Switchgear, Consolidate Electric Meters & Pave NE Corner of POC Site Work. Including: Demo, Asphalt, Bolards, Concrete, Electrical, Fencing, Grading, Railing, Landscape & Irrigation, Plumbing, Yard Box Replacement, Signage	5/23/2020	9/30/2020	\$2,143,609.25
Full Day Kindergarten, Group 1 at Morgan Elementary School & Dunn Elementary School	Rialto Unified School District George Palma, Facilities & Planning (909) 421-7555 Email: gpalma@rialto.k12.ca.us	Alterations of Existing Buildings for use as Kindergarten Classrooms, including the Addition of New Restrooms and Office Areas at Two Sites	6/1/2020	9/23/2020	\$11,162,969
Menifee Valley Campus Building 700 Renovation Project - Bid Package #2 - General Miscellaneous	Mt. San Jacinto Community College Tamara Cunningham, Director of Procurement & General Services (951) 487-3116 tcunningham@msjc.edu	Renovation of the Student Health Center. Including: Demolition, Concrete, Asphalt Paving, Structural Steel, Rough Carpentry, Roofing & Sheet Metal, Security Grills, Visual Display Boards, Toilet Partitions & Accessories, Guardrails, Signage, Metal Lockers, Roller Window Shades, Marker & Tackboards	2/5/2020	9/4/2020	\$704,680.00
David W. Long - CSR Conversion	Etiwanda School District Michael Higgins, Facilities Project Manager (909) 899-2451 michael_higgins@etiwanda.k12.ca.us	Renovation of Classroom in Building "E". Remove & Install New Walls, Paint, Flooring, Carpet, Relocation of Power, Data, Fire Alarm, Signage, Patch & Repair	5/22/2020	8/12/2020	\$173,619.56

PROJECT NAME	OWNER, CONTACT, EMAIL & PHONE #	SCOPE OF WORK	START DATE	COMPLETION DATE	FINAL CONTRACT AMOUNT
Colton High School, Girls Locker Rooms Roof Renovation	Colton Joint Unified School District Owen Chang, Director of Facilities (909) 580-6642 owen_chang@julsd.net	Upgrades of Accessibility, including: ADA Signage, Path of Travel, Upgrades to Restrooms & Fixtures, Replace Existing Deteriorated 24 GA. Vector Metal Deck, with New 18 GA. PLB-35 Steel Roof Deck, Seismic Upgrades, Replacement of Existing HVAC Unit, New Roof Framing & HVAC Curb	11/13/2019	5/8/2020	\$584,910.93
Jones Wholesale Lumber Outdoor Storage & Facility Building	Jones Wholesale Lumber Company, Inc. John Cencak, Owner, President (323) 567-1301 john.cencak@joneswholesale.com	Construction of a New 88,000 sq. ft. Storage Yard & New (2) Story 3,300 sq. ft. Office Building, Outdoor Masonry Trash & Condenser Enclosure, Masonry Perimeter Retaining Walls, Parking Lot	1/21/2019	3/17/2020	\$5,789,235.00
Victor Valley College - One Stop Student Services Center- BP #6	Victor Valley Community College District Stephen R. Garcia (760)245-4271 Steve.Garcia@vvc.edu	Furnish & Install Cabinetry, Acoustical Ceilings & Flooring	8/19/2019	1/20/2020	\$497,320.00



D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Kenneth McManaway, Project Manager: 25% of his time is allocated

Andy Williams, Superintendent: 100% of his time is allocated

Todd Dalke, Quality Control/Safety Manager: 10% of his time is allocated

2. Summarize each person's specialized education:

Kenneth McManaway: Has many training certificates in safety, scheduling, time management, & many others

Andy Williams: Has certificates in safety, scheduling & CPR

Todd Dalke: Has received certificates in project management, confined space safety & many others

3. List each person's years of construction experience relevant to the project:

Kenneth McManaway: Has over 28 years of construction experience

Andy Williams: Has over 20 years of supervision experience

Todd Dalke: Has over 31 years of construction experience

4. Summarize such experience:

Kenneth McManaway has been a Project Manager for over 12 years

Andy Williams has been a Project Supervisor for over 7 years

Todd Dalke has been our Q.C. / Safety Manager for over 22 years

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.




Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder DALKE & SONS CONSTRUCTION, INC.

Signature 

Name and Title Barry Dalke, Vice President

Dated 2/16/2023




NON-COLLUSION AFFIDAVIT

CF-104 City Hall Renovation

I, Barry Dalke, being first duly sworn, deposes and says that he is of Vice President the party making the attached 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 corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder DALKE & SONS CONSTRUCTION, INC.

Signature 

Name and Title Barry Dalke, Vice President

Dated 2/15/2023

See Attached Certificate

NON-COLLUSION AFFIDAVIT

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

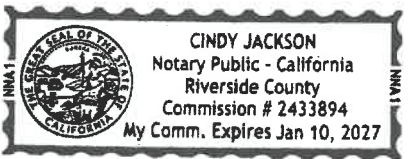
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside

On 2/15/2023 before me, Cindy Jackson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Barry Dalke
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.



Place Notary Seal and/or Stamp Above

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 Cindy Jackson
Signature of Notary Public

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: City of Beaumont - City Hall Renovation CF-104

Document Date: 2/15/2023 Non-Collusion Affidavit Number of Pages: 1

Signer(s) Other Than Named Above: NO OTHER SIGNERS

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Barry Dalke
- Corporate Officer – Title(s): Vice President
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

- Signer's Name: _____
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: Dalke & Sons Construction

Signer is Representing: _____



City Hall Renovation

Addendum No. 1

This addendum is for the purpose of adding, clarifying, or deleting certain information to the construction contract documents as follows:

Additional Optional Job-Site Inspection to be held:

Date: Friday, February 3, 2023 @ 1:00 PM

Location: City of Beaumont, City Hall, Room 4, 550 E. 6th Street, Beaumont, CA 92223

Modify the following items wherever appearing in any drawing or sections of the specifications. Acknowledge receipt of Addendum No. 1 in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

ADDITION TO CONTRACT DOCUMENTS

The following Revised Specifications are hereby issued:

Section 08 71 00 – Door Hardware

Section 09 51 00 – Acoustical Ceiling-Lay-In

The following Revised Drawings are hereby issued:

A2.01 – Floor Plan – Demolition - Overall

A2.11 – Floor Plan – Remodel - Partial

A2.20 – Enlarged Floor Plans and Interior Elevations

A3.01 – Reflected Ceiling Plan – Demolition – First Floor

A3.10 – Reflected Ceiling Plan – Remodel – First Floor

A4.01 – Roof Plan – Demolition

A4.10 – Roof Plan- Remodel

A6.10 – Building Sections

A7.01 – Interior Elevations

A7.02 – Interior Elevations

A7.03 – Interior Elevations

A9.30 – Finish Plan – First Floor and Schedule

A10.11 – Interior Details and Wall Types

A10.20 - Door and Window Details and Schedules



- S8.01 - Section and Details
- M0.02 – Mechanical Schedules
- M2.01 – Mechanical Remodel Floor plan
- M3.01 – Mechanical Remodel Roof Plan
- M4.01 - Mechanical Details
- P0.01 – Plumbing Legends Notes & Schedules
- P2.02 – Plumbing Enlarged Remodel Plans
- P3.01 – Plumbing Remodel Floor Plan
- E4.01 - Lighting Remodel Floor Plan
- E5.01 - Electrical Remodel Roof Plan
- E6.01 - Electrical Details

Questions and Answers

Q1. Can you please advise engineers estimate & duration for the project?

City of Beaumont Response: The engineer’s estimate is not provided during bidding. Anticipated contract duration is 180 calendar days.

Q2. What is the estimated cost for this project?

City of Beaumont Response: The engineer’s estimate is not provided during bidding.

Q3. Can you please confirm the job walk on Jan 26, 2023 @ 2:00pm for city Hall Renovation, project ID 4952758 .

City of Beaumont Response: The mandatory job-site inspection was held on Friday, January 20th, 2023 at 10:00 AM PST at City of Beaumont, City Hall, Room 4, 550 E. 6th Street, Beaumont, CA 92223.

Q4. Neither the RFB, Agreement, General Conditions or Special Conditions state the Contract Duration or the amount of Liquidated Damages. Please state such.

City of Beaumont Response: Anticipated contract duration is 180 calendar days. Liquidated damages are provided in the general conditions, GC43.

Q5. The General Conditions incorporates the Green Book, however the Special Conditions do not list any modifications thereto. Section 2-3.2 of the Green Book requires that the prime contractor perform 50% of the work with his own forces. While this is possible on road & bridge projects, it is not possible on building projects, particularly since this project does not have any earthwork or concrete work. Since the rough carpentry is clearly not 10% of the work, let alone 50% of the work it is just mathematically impossible.

City of Beaumont Response: There is no prime contractor 50% work requirement for this project.



Q6. Specification 075216 SBS Modified Membrane Roofing seems to be a Tremco sole source spec, since there is no mention of “or equal” or alternate manufacturers named. Is it the City’s intent that the specified product has characteristics exclusive or proprietary to Tremco with no known equal requiring a sole source designation? If an “equal” is submitted and rejected by the City as not equal, will the contractor be required to provide Tremco at no additional cost? In my experience, Tremco is usually at least double the cost of any other product.

City of Beaumont Response: Tremco is not sole sourced. See the General Conditions GC07 regarding “Or Equal” substitutions.

Q7. Has the Tremco rep examined the existing roof? They are usually very particular about how and over what their product is installed, especially things like roofing over the gym skylight?

City of Beaumont Response: Tremco has not examined the roof.

Q8. Would you be able to send me the sign-in sheet for the job walk at Beaumont City Hall?

City of Beaumont Response: Attached.

Q9. Section: 095100 Acoustical Ceiling Layin, Paragraph 2.2 material calls for Optima Tegular Edge Tile with # calling for a CAC of 40. The CAC of 40 is Not available in Optima. Please advise.

City of Beaumont Response: See revised Spec Section 09-51.00 issued with this Addendum 1.

Q10. In addition to their question, it was observed at the job walk that the existing ceiling tiles are an known brand or model. If the City wishes to match these tiles, a brand and model will be needed. The tile specified does not match the existing.

City of Beaumont Response: See revised Spec Section 09 51 00 issued with this Addendum 1

Q11. it says no substitution for paint only Vista but per PUBLIC CONTRACT CODE SECTION 3400-3410 it says all suppliers with equivalent products have to be considered and listed in the plans it states Dunn Edwards colors. Can you please clarify.

City of Beaumont Response: Substitutions are allowed. Delete Item 2.1 B from Specifications Section 09 90 00.

Q12. The Hazardous Material Report on page 11, Conclusions, states that approximately 2,000 sf of stucco (MTL #18) should be removed. Very little of this area is indicated to be disturbed by construction on the plans. Please indicate the boundaries of stucco to be removed.

City of Beaumont Response: Quantified material removal amounts are not provided in the report. See the report for the location of the samples taken and the contractor’s responsibility for the areas that were not sampled.

Q13. The Hazardous Material Report does not address the re-roofing operation. Is there a separate report for the existing roofing and the metal objects on the roof?

City of Beaumont Response: See the report for the location of the samples taken and the contractor’s responsibility for the areas that were not sampled.



The following attachments are made part of this addendum:

- Job-Site Inspection Sign-In Sheet
- Plan Holder List

Dated: February 1, 2023

By: 

By: **DALKE & SONS CONSTRUCTION, INC.**
(Bidder's Company Name)

Date Received by Bidder:

(Bidder's Signature)

2/8/2023

Barry Dalke, Vice President

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

End of Addendum No. 1



City Hall Renovation

Addendum No. 2

This addendum is for the purpose of adding, clarifying, or deleting certain information to the construction contract documents as follows:

MODIFICATION TO CONTRACT DOCUMENTS

Modify the following items wherever appearing in any drawing or sections of the specifications. Acknowledge receipt of Addendum No. 2 in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

The following Additional Specifications are hereby issued:

08 51 13 Aluminum Windows

The following Revised Drawings are hereby issued:

A5.10 Exterior Elevations

A5.20 Exterior Elevations


A10.20 Door & Window Details and Schedules

Dated: February 7, 2023

By: _____

By: **DALKE & SONS CONSTRUCTION, INC.**
(Bidder's Company Name)

Date Received by Bidder:


(Bidder's Signature)

2/8/2023

Barry Dalke, Vice President

(Type or Print Name)



Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

End of Addendum No. 2

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "C"

Insurance Certificates and Endorsements

(Insert behind this page.)