



Staff Report

TO: City Council
FROM: Jeff Hart, Public Works Director
DATE: August 2, 2022
SUBJECT: Award a Public Works Agreement to Kemcorp Construction Inc. for Construction of Westside Fire Station CIP 2018-028

Background and Analysis:

On January 19, 2022, CIP 2017-028 Westside Fire Station (Project) was publicly advertised soliciting construction bids. On March 11, 2022, ten (10) bids were received and publicly opened. A bid protest was received on April 24, 2022; subsequently, the two lowest bidders were deemed non-responsive, and on June 21, 2022, City Council rejected all bids and authorized staff to readvertise for construction bid.

Pursuant to City Council's direction, the Project was readvertised on June 22, 2022. On July 18, 2022, seven (7) bids were received and publicly opened. The following is a summary of the received bids:

1. Kemcorp Construction Inc. (Kemcorp)	\$7,475,000
2. AMG	\$7,565,000
3. Archico	\$7,780,000
4. Robert Clapper Construction	\$7,791,000
5. Dalke & Sons	\$7,964,890
6. Horizons Construction	\$8,081,747
7. Newman Midland	\$10,612,198

Kemcorp was the apparent low bidder. The City received two bid protests, and in coordination with the City Attorney's Office reviewed the protest. It was determined that Kemcorp's bid substantially conforms to a call for bids and may be accepted as the variance does not appear to have affected the amount of the bid, or given the bidder an advantage or benefit not allowed other bidders.

Kemcorp possesses the appropriate contractor's license, has provided all requested information and bid bonds, and provided requested references as required by the contract documents

Therefore, staff is recommending the City Council waive all minor bid irregularities and award a public works agreement to Kemcorp for construction of the Project.

Fiscal Impact:

Project funding is based on the approved 5-Year CIP for various years as summarized below:

FY17/18	DIF	\$1,000,000
FY18/19	DIF	\$3,100,000
FY20/21	Bond Proceeds	\$3,984,954
FY20/21	General Fund Reserves	\$565,045
Total		\$8,649,999

The following table is a summary of the project budget prior to the award of the public works agreement to Kemcorp:

2017-028 Project Accounting Summary				
Project Components	Budget	Encumbered	Paid to Date	Remaining Budget
Project Management	\$ 2,500	\$ (2,317)	\$ 2,317	\$ 183
Preliminary Services	\$ 7,500	\$ (7,500)	\$ 7,500	\$ -
Environmental	\$ 150,000	\$ (146,559)	\$ 63,977	\$ 3,441
Design	\$ 270,000	\$ (270,101)	\$ 237,273	\$ (101)
Construction	\$ 8,113,500			\$ 8,113,500
Construction Management	\$ 40,000			\$ 40,000
Permits	\$ 66,499			\$ 66,499
Equipment				
Project Accounting Summary Totals	\$ 8,649,999	\$ (426,477)	\$ 311,067	\$ 8,223,522

The public works agreement for construction is in an amount not to exceed \$7,475,000. Staff is recommending a contingency of \$638,500, or approximately 9% of the public works agreement, to allow for incidental expenses, for a total construction budget of \$8,113,500. The construction budget will be established from the available CIP budget as shown in the preceding table.

Recommended Action:

Waive all minor bid irregularities and award a public works agreement to Kemcorp Construction Inc. for construction of Westside Fire Station CIP 2018-028 in an amount not to exceed \$7,475,000; and, authorize the City Manager to sign change orders up to an additional \$638,500 for a total construction budget of \$8,113,500.

Attachments:

- A. Public Works Agreement (Kemcorp)

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 02, 2022 by and between the City of Beaumont, a municipal corporation (“CITY”), and KEMCORP 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 Westside Fire Station CIP 2017-028 (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated June 22, 2022, and CONTRACTOR’s Bid in response to the Invitation, dated July 18, 2022, 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 seven million four hundred seventy-five thousand dollars (\$7,475,000.00).

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;
 - Concurrency 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 David Van Dyke 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:

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

Mayor

CONTRACTOR:

KEMCORP Construction Inc.

By: _____

Print Name: _____

Title:

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "C"

Insurance Certificates and Endorsements

(Insert behind this page.)



NOTICE INVITING BIDS

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

CIP 2017-028 WESTSIDE FIRE STATION

BID DATES, TIMES, & LOCATIONS:

Bid Published:	June 22, 2022
Bids Must Be Received By:	July 18, 2022 @ 11:00 AM
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	July 6, 2022 @ 11:00 A.M.
Bid Opening Date:	July 18, 2022 @ 11:15 AM
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:

“BID FOR CIP 2017-028 WESTSIDE FIRE STATION”

LOCATION OF WORK:

The work to be completed is located on a City-owned parcel at the northeast corner of Potrero and Olivewood, in the City of Beaumont. APN 414-120-042.

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 construction of a new Fire Station with a 4,730 sq ft offices, day room, Dormitories, kitchen, and weight room wing and a 4,790 sq ft apparatus bay. Site development of the ~4.09 ac parcel includes grading, drainage devices, paving, utility construction, utility connections, driveways, sidewalks, block walls, water quality features, and landscaping.

CONTRACT LENGTH:

The work for this contract shall not exceed 360 calendar days. Contract time shall commence based on the contractor’s lead time of construction material. Appliances are excluded from contract time commencement negotiations.

AWARD OF CONTRACT:

The City shall award the Contract for the Project to the lowest responsive, responsible

NOTICE INVITING BIDS



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 "A" and/or Class "B"

FOR FURTHER INFORMATION CONTACT:

Public Works Department
Tel: (951) 769-8522
E-mail: rvestal@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 to the Project Manager by faxing (951)769-8526 or emailing to rvestal@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 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 **for in the 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



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.

INSTRUCTIONS TO BIDDERS



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

INSTRUCTIONS TO BIDDERS



- 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

INSTRUCTIONS TO BIDDERS



To:

City of Beaumont
550 E. Sixth Street, (City Hall) Room 4
Beaumont, CA 92223

From:

Kemcorp Construction, Inc.
2060 E. Locust Street, Unit G
Ontario, CA 91761
909-947-0639

Westside Fire Station
Project #CIP 2017-028

Bid Submission Date: July 18, 2022
11:00 AM

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

BID FORM

NAME OF BIDDER: Kemcorp 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:

CIP 2017-028 WESTSIDE FIRE STATION

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	Seven million Four hundred Seventy-Five Thousand + no/100	7,475,000

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

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

BASE BID
BID SCHEDULE A
CIP 2017-028 WESTSIDE FIRE STATION

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Bond, Insurance, General Requirements, & Mobilization	1	LS		280,000
2	Stormwater Compliance, including: WDID, SMART, SWPPP, NOI, and NOT.	1	LS		15,000
3	Site Clearing (311000), including: clearing and grubbing, stripping and stockpile topsoil, and temporary erosion and sedimentation control measures.	1	LS		25,000
4	Grading (312000), including: preparing subgrades for slabs-on-grade, walks, pavements, and exterior planting areas; excavating and backfilling for buildings and structures; drainage course for slabs-on-grade; excavating and backfilling for utility trenches.	1	LS		400,000
5	Concrete Paving (321320), including: driveways and roadways, parking lot, curbs & gutters, walkways, and ramps	1	LS		400,000
6	AC Paving, including: ac paving, trench repair, and ac berm.	1	LS		50,000
7	Traffic Coatings (071800), including: pedestrian traffic ADA Path of Travel, vehicular traffic ADA Parking, and parking area(s) striping.	1	LS		5,000
8	Signage (101400), including: plaques, dimensional characters, panel signs, and Photoluminescent signs.	1	LS		20,000
9	Truncated Domes	1	LS		15,000
10	Site Walls, including: trash enclosure and retaining walls.	1	LS		10,000
11	Flagpole (107500)	1	LS		10,000

BID FORM

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City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
		IT			
12	Fuel Dispensing Station, including: all components necessary for installation and full operation	1	LS		100,000
13	Propane Tank, including: all components necessary for installation and full operation				25,000
14	Site Lighting	1	LS		55,000
15	Site Storm Drain System, including: pipe, inlets, drains, rip rap, and basins	1	LS		350,000
16	Site Water Distribution System	1	LS		75,000
17	Site Sanitary Sewer System	1	LS		100,000
18	Offsite Sanitary Sewer System	1	LS		125,000
19	Site Natural Gas System	1	LS		5,000
20	Decorative Metal Fences & Gates (323119), including: Steel fences, steel rolling gates, gate operators, including controls, and trash enclosure swing gate.	1	LS		170,000
21	Planting Irrigation (328400), including: piping, encasement for piping, manual valves, pressure-reducing valves, automatic control valves, automatic drain valves, transition fittings, miscellaneous piping specialties, sprinklers, quick couplers, drip irrigation specialties, controllers, and boxes for automatic control valves.	1	LS		40,000
22	Plants (329300), including: plants, planting soils, and tree stabilization	1	LS		35,000
23	All other items incidental to the site, not identified, referenced, or implied in other items and otherwise shown on contract documents.	1	LS		100,000
24	Foundation & Slab on Grade (033000), including: formwork, reinforcement,	1	LS		650,000

BID FORM

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City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
	concrete materials, mixture design, placement procedures, and finishes.				
25	Roof Accessories (077200), includes: roof curbs, equipment supports, and roof hatches	1	LS		55,000
26	Sheet Metal (076200), including: manufactured through-wall flashing and counterflashing, manufactured reglets and counterflashing, formed roof drainage sheet metal fabrications, formed low-slope roof sheet metal fabrications, formed equipment support flashing, formed wall flashing and trim, and formed roof drainage system.	1	LS		45,000
27	Structural Steel (051200), including: Structural steel for trellis and grout	1	LS		105,000
28	Metal Fabrications (055000), including: miscellaneous steel framing and supports; galvanized steel trellis framing, porch roof, porch roof supports and accessories; shelf angles; metal ladders; steel saddles and plates for site built wood trusses and wood beams; structural-steel door frames; miscellaneous steel trim; metal bollards; metal corner guards; handrails other than pipe or tube railings (all exterior handrails and accessories to be galvanized steel); metal Gates (vehicle and man and accessories to be galvanized steel); bike rack	1	LS		15,000
29	Rough Carpentry (061000), including: framing with dimension lumber, framing with engineered wood products, shear wall panels, rooftop equipment bases and support curbs, wood blocking, cants, and nailers, wood furring and grounds, wood sleepers, and plywood backing panels.	1	LS		900,000

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
30	Plumbing	1	LS		200,000
31	Fire Sprinkler System	1	LS		100,000
32	Tile Roof (073216), including: Concrete roof tiles, underlayment, and ridge vents.	1	LS		95,000
33	Roof Membrane (mechanical Well)	1	LS		30,000
34	HVAC System	1	LS		260,000
35	Pylmovent Exhaust Removal System	1	LS		80,000
36	Electrical System	1	LS		600,000
37	Automatic Transfer Switch	1	LS		4,000
38	Emergency Generator	1	LS		60,000
39	Communication System (conduit only)	1	LS		9,000
40	Telephone System (conduit only)	1	LS		6,000
41	Fire Alarm System (conduit only)	1	LS		22,000
42	Steel Doors & Frames	1	LS		125,000
43	Windows	1	LS		85,000
44	Hydraulic Bi-folding Doors	1	LS		105,000
45	Overhead Coiling Door	1	LS		100,000
46	Building Insulation (072100), includes: extruded polystyrene foam-plastic board at foundation edges of perimeter footings and up to window sills as shown on the drawings, and glass-fiber blanket. R VALUE for Roof (SEE	1	LS		45,000

BID FORM

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City of Beaumont
Request for bidWestside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
	TITLE 24) – no backing and R-19 exterior walls.				
47	Portland Cement Plaster (092400), includes: exterior vertical plasterwork (stucco), exterior horizontal and nonvertical plasterwork (stucco), interior vertical plasterwork, and interior horizontal and nonvertical plasterwork.	1	LS		350,000
48	Gypsum Board with Level 5 Finish (092900), interior gypsum board.	1	LS		135,000
49	Cabinetry	1	LS		300,000
50	Counters	1	LS		15,000
51	Flush Wood Doors	1	LS		15,000
52	Finish Carpentry	1	LS		5,000
53	Sealants	1	LS		5,000
54	Acoustic Ceilings	1	LS		10,000
55	Tile	1	LS		240,000
56	Painting	1	LS		100,000
57	Floor Finishes	1	LS		75,000
58	Visual Display Boards	1	LS		1,500
59	Toilet Accessories	1	LS		10,000
60	Postal Specialties (105500), including: USPS-approved horizontal mail receptacles, vertical mail receptacles, USPS-approved cluster box units (CBUs), USPS-approved parcel lockers, USPS-approved collection boxes, and accessories.	1	LS		3,500

BID FORM

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City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
61	Gear Grid Lockers	1	LS		15,000
62	Fire Extinguishers	1	LS		2,000
63	Residential Appliances	1	LS		75,000
64	Miscellaneous Equipment	1	LS		15,000
65	All other items incidental to the building, not identified, referenced, or implied in other items and otherwise shown on contract documents.	1	LS		15,000
PROJECT BASE BID SUBTOTAL:					7,475,000

Items include special specification section references (xxxxxx) where applicable. Contractor shall verify section and all specifications for bid item. Listed references and "including" list is not intended to provide a complete list of included items. All specifications shall be considered when bidding on each item.

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.

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

BID CERTIFICATION

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

License No. 934522

Expiration Date 06/30/23

Class of license Class A and B

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 Kemcorp Construction, Inc.

Signature 

Name and Title Jason Bollinger, President

Dated 7/5/22

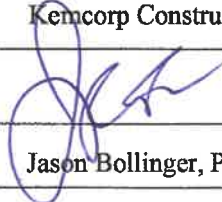
City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION
CIP 2017-028 WESTSIDE FIRE STATION**

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	Kemcorp Construction, Inc.
Signature	
Name and Title	Jason Bollinger, President
Dated	7/5/22

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**



BID BOND
CIP 2017-028 WESTSIDE FIRE STATION

The makers of this bond are,

KEMCORP Construction, Inc.

as Principal, and

Argonaut 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 _____ July 13 _____, 2022, for

CIP 2017-028 WESTSIDE FIRE STATION.

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.

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 5th day of July, 2022, the name and corporate seal of each corporation.

(Corporate Seal)

KEMCORP Construction, Inc.

Principal

Jason Bollinger

By

President

Title

(Corporate Seal)

Argonaut Insurance Company

Surety

[Signature]

By

Lawrence F. McMahon

Attorney-in-Fact



(Attach Attorney-in-Fact Certificate)

Attorney-in-Fact

Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of San Diego)

On 7/5/2021 before me, Natassia Kirk-Smith, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lawrence F. McMahon
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 Natassia Kirk-Smith
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: Lawrence F. McMahon
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Item 17.

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Lawrence F. McMahon, Maria Hallmark

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



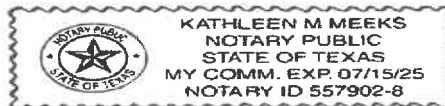
by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of July, 2022.



Austin W. King, Secretary

City of Beaumont
Request for bid

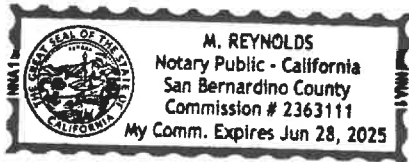


Westside Fire Station
CIP 2017-028

STATE OF CALIFORNIA)
) ss.
CITY OF Ontario)

On this 5th day of July, in the year 2022, before me,
Melissa Reynolds, a Notary Public in and for said state, personally
appeared Jason Bollinger, 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
Argo Surety (Surety) thereto and his own name as Attorney-In-
Fact.

Notary Public in and for said State
Melissa Reynolds, Notary Public



(SEAL)

Commission expires: 6/28/25

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

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

DESIGNATION OF SUBCONTRACTORS CIP 2017-028 WESTSIDE FIRE STATION

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 tender 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
Driveway sideline utilities	Aguilera Brothers	Santa Paula, CA	873775	10000 27549	18%
Fencing	Over Fence	San Jose Spring, CA	1063022	1000 708650	2%
Landscape	Wild Garden	LOS OS, CA	1001215	1000 40161	1.5%
CMU masonry structural steel	Over Magesh Masonry KCB Towers	Upland CA Highland CA	458955 503206	100000 5521 100000 1570	1% 15%

DESIGNATION OF SUBCONTRACTORS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Sheet metal	American Sheet metal	Merlene CA	859704	10000 358980	1%
Carpentry	Det Hollow	Widener, CA	1051967	1000 304957	10%
Insulation	True Team	Pueriside CA	1034361	10006 54846	.5%
Roofing	Superior Roofing	San Marcos CA	469231	100000 2038	1.5%
Doors Crawlers transpire	Star Transpire	Orinda, CA	766703	100000 5159	1.6%
Coloring	State Glass	arcadia CA	893323	100000 4146	1.2%
Corning Si-Fiber Door	Inland Overhead Doors	Coston CA	492369	10000 17098	1.8%
Drywall	Horings Distrap	Riverside, CA	599696	10000 7869	1.7%
Flaker	SumPeak	Newport Beach, CA	553434	10000 54259	4.5%
Tile ceramic	Contractors Mark	evanra CA	394	100000 2594	.5%


DESIGNATION OF SUBCONTRACTORS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

Portion of the Work	Subcontractor	Location of Business	License Number	Public Works Contractor Registration Number	% of Work
Painting	Paint Blast	Long Beach, CA	1084260	1000	1%
OXhaars	Plyment pro	Ontario, CA	064135	100000	1%
Systems	Wegman exchange	Upland, CA	708231	1000	1%
Diesel	JAVREGUI	Upland, CA	898058	100000	1%
Trunk	So Cal Fire	Tustin, CA	1000195	1000	1%
Fire Protection	Redlands	Redlands, CA	1000195	33838	4.5%
Plumbing	Daniels	Donalinda, CA	U10726	1000	3.2%
HVAC	Electrical	Palm Spine, CA	482623	100000	9%

Name of Bidder: Kencorp Construction, Inc.
 Signature: 
 Name and Title: Jason Bollinger, President
 Dated: 7/5/22

DESIGNATION OF SUBCONTRACTORS
24

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Low voltage	Apple Valley Comm	Apple Valley, CA	542643	100000 2294	1%

DESIGNATION OF SUBCONTRACTORS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

INFORMATION REQUIRED OF BIDDERS

CIP 2017-028 WESTSIDE FIRE STATION

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: Kemcorp Construction, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 2060 E. Locust Street, Suite G, Ontario, CA 91761

909-947-0624 909-947-0639

Facsimile Number Telephone Number

4.0 License Information:

934522 Class A & B 6/30/23

License No. Class of License Expiration Date

1000002295

DIR Registration No.

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

6.0 How many years has Bidder's organization been in business under its present name? 13.5 Years

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

INFORMATION REQUIRED OF BIDDERS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

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

- 7.1 Date of Incorporation: 10/06/2008
- 7.2 State of Incorporation: California
- 7.3 President's Name: Jason Bollinger
- 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:
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

INFORMATION REQUIRED OF BIDDERS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

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

General Contracting, Demo, Carpentry, Drywall/Plaster and Misc. Specialties

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:

Max Floor Restoration & Waterproofing - Inocente Apreza - inocenteapreza@att.net

Aguilera Bros. Construction - Alma Aguilera - aaguilera@aguilerabrothers.com

Aguirre Brothers - David Aguirre - agbrothersinc@gmail.com

15.0 List Bank References (Bank and Branch Address):

Pacific Premier Bank -La Verne - Humera Dadabhoy -

hdadabhoy@ppbi.com

INFORMATION REQUIRED OF BIDDERS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

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

Argo Group US

P.O. Box 469011, San Antonio, TX 78246

Ramona Seidman - Cell - 925-286-2759

Office - 415-757-2578

ramona.seidman@argosurety.com

INFORMATION REQUIRED OF BIDDERS



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
N/A - Finsihed	our last project	January 2022		

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

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
Sulphur Springs Union School District	Sulphur Springs Comm. School Improvements	7/2020 to 1/2022	\$8,056,000	Dean Matthews 661-252-3017
Chino Valley Unified School District	Interim Housing for CS & RR Elementary Site	6/3/19 to 8/9/19	\$1,873,916	Anna Hamilton 909-628-1202
Barbara Webster Elementary School	Site Work & Parking lot improvements	10/2/18 to 8/14/19	\$652,600	Doug Henning 805-861-8353
Los Angeles County Sanitation District	Pomona WRP Asphalt & Fencing Repairs	11/27/17 to 12/17/18	\$917,621.20	Jack Shirian 562-908-4288

INFORMATION REQUIRED OF BIDDERS

City of Beaumont
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Westside Fire Station
CIP 2017-028

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:

Jason Bollinger, Project Manager/Quality Assurance Management - 100%

Melissa Reynolds, Project Administrator/Safety Coordinator - 100%

David Aguirre, Project Superintendent 100%

2. Summarize each person's specialized education:

Jason Bollinger, B.A. in Business Management, Certified in Construction Management, LEED Certified

Melissa Reynolds, 30 Hour OSHA Certified, First Aid/CPR Certified, Notary Public

David Aguirre, has 26 Years of Public Works experience

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

Jason Bollinger has worked in construction and public works for 22 Years

Melissa Reynolds has worked in construction for 25 Years, 15 of it has been Public Works

David Aguirre has worked in construction and Public Works for 26 Years

4. Summarize such experience:

Jason has been a superintendent, project manager, safety supervisor, quality assurance manager throughout his work. Jason has built schools, fire stations, libraries, transit centers and water reclamation plants.

Melissa has been an project adminsitratior, safety officer for schools, fire stations, libraries, transit centers and water reclamation plants.

David has been a laborer, foremen and a superintendent for schools, senior centers and fire stations.

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.

INFORMATION REQUIRED OF BIDDERS

City of Beaumont
Request for bid



Westside Fire Station
CIP 2017-028

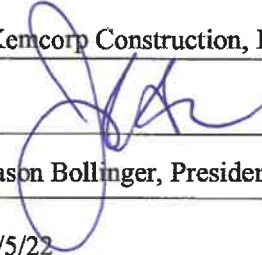
Additional Bidder's Statements:

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:

N/A

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	Kemcorp Construction, Inc.
Signature	
Name and Title	Jason Bollinger, President
Dated	7/5/22

INFORMATION REQUIRED OF BIDDERS

City of Beaumont
Request for bid

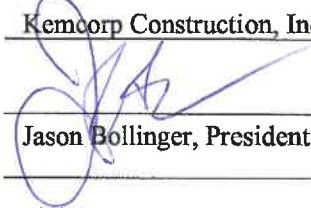


Westside Fire Station
CIP 2017-028

NON-COLLUSION AFFIDAVIT
CIP 2017-028 WESTSIDE FIRE STATION

I, Jason Bollinger, being first duly sworn, deposes and says that he is of 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 Kemoorp Construction, Inc.
Signature 
Name and Title Jason Bollinger, President
Dated 7/5/22

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS & CONTRACT,

CIP 2017-028 WESTSIDE FIRE STATION (REBID)

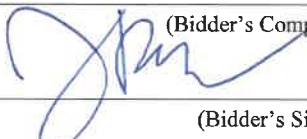
Bidders are advised that the bid opening for the above referenced contract are hereby amended in the following manner and the following manner only:

- a. The bid deadline is extended to July 18, 2022 @ 11:00am
- b. Bid opening is rescheduled for July 18, 2022 @ 11:15am @ City Hall, Room 4 (no electronic submittals will be accepted)
- c. Contract Length revised to 360 days
- d. Designation of subcontractors revised to read "for in the amount in excess of one-half of 1 percent of the prime contractor's total bid"
- e. Responses to questions
- f. Plan Holders list AKA ACCESS REPORT.

Dated: July 7, 2022

By: _____
Robert L. Vestal,
Assistant Director of Public Works

By: _____
Kemcorp Construction, Inc.
(Bidder's Company Name)



(Bidder's Signature)

Jason Bollinger, President

(Type or Print Name)

Date Received by Bidder:

7/11/22

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

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS & CONTRACT,

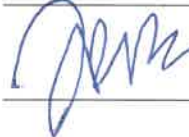
CIP 2017-028 WESTSIDE FIRE STATION (REBID)

Bidders are advised that the bid opening for the above referenced contract are hereby amended in the following manner and the following manner only:

- a. Added revised plans
- b. Added soils report
- c. Added additional Responses to original questions

Dated: July 12, 2022

By: 
 Robert L. Vestal
 Assistant Director of Public Works

By: Kemcorp Construction, Inc.
 (Bidder's Company Name)

 (Bidder's Signature)
 Jason Bollinger, President
 (Type or Print Name)

Date Received by Bidder:

7/13/22

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