



BID PROPOSAL FOR ELSINORE VALLEY CEMETERY DISTRICT OFFICE BUILDING

Request for bids for the Elsinore Valley Cemetery District Office Building at 18170 Collier Avenue, Lake Elsinore, CA 92530

NOTICE: Return this specification sheet to Elsinore Valley Cemetery District, 18170 Collier Avenue, Lake Elsinore, CA 92530, Attention: District Manager, Stephanie Garcia, in a sealed envelope clearly marked: "Bids for Elsinore Valley Cemetery District Office Building - **DO NOT OPEN**", no later than, **Wednesday, July 17, 2024, at 11:00 a.m.** with the completed Bid Proposal Sheet.

NOTICE INVITING SEALED BIDS FOR

ELSINORE VALLEY CEMETERY DISTRICT OFFICE BUILDING
AT
THE ELSINORE VALLEY CEMETERY DISTRICT
IN THE CITY OF LAKE ELSINORE

Public notice is hereby given that the Elsinore Valley Cemetery District, as DISTRICT, invites sealed bids for the above-stated project and will receive such bids in the office of the District Manager, 18170 Collier Avenue, Lake Elsinore, CA 92530, Attention: District Manager, Stephanie Garcia up to the hour of **11:00 am on Wednesday, July 17, 2024**, at which time they will be publicly opened.

Any contract entered into pursuant to this Notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap will also be required.

The DISTRICT hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in any consideration leading to the award of contract.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all cases of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment by the parties.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the DISTRICT.

All bidders shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor's License, Class "B" (General Building) at the time of bid submittal.

Effective January 1, 2015, in order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement.

The DISTRICT reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 30 days.

GENERAL PROVISIONS

1. Bids must be prepared on the approved form and submitted in a sealed envelope plainly marked on the outside.
2. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "ELSINORE VALLEY CEMETERY DISTRICT OFFICE BUILDING - DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the DISTRICT's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.
3. A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the DISTRICT's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal providing there is time to do so.
4. Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.
5. No mention shall be made in the proposal of sales tax, use tax, or any other tax as all amounts bid will be deemed and held to include any such taxes which may be applicable.
6. Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the DISTRICT and clarified prior to the submission of proposals.
7. All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or

not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated and referred to in the Plans, Specifications, and other contract documents and to full compliance therewith.

8. The Award of Contract, if made, will be to the lowest responsible bidder as determined solely by the DISTRICT. Additionally, the DISTRICT reserves the right to reject any or all proposals, to waive any irregularity and to take the bids under advisement for a period of 30 days, all as may be required to provide for the best interests of the DISTRICT. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.
9. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et seq., of the labor code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California.
10. No bid will be accepted from a contractor who has not been licensed in accordance with the provisions of the Business and Professional Code. The successful contractor and his subcontractors will be required to obtain business Licenses from the City of Lake Elsinore.
11. Contractor must demonstrate proof of Workers' Compensation coverage prior to start of work.
12. Any contract entered into with the Elsinore Valley Cemetery District ("District") pursuant to this notice will incorporate the provisions of the State Labor Code.
13. Contractor must comply with all Federal, State, and Local and Owner fire and safety requirements.
14. Upon job completion, a final inspection shall be made by a designated representative of the City of Lake Elsinore. No payment will be authorized for the work done until such inspection has been made, and all work is found to have been performed in accordance with the specifications of both the City of Lake Elsinore and the Elsinore Valley Cemetery District.
15. All change orders, additions to, or deletions from the specifications shall only be considered through a written request. The District is the sole authority regarding change orders and the contractor shall not change, alter, or delete, in any manner, any portion of these specifications without prior approval.

Description of Work

A public works project to be located at 29150 Riverside Drive, Lake Elsinore, CA 92530 (on cemetery grounds). Construction of a 2100 sq. ft., office building. Veneer stone 3 ft. from ground for complete exterior of building and garage. Include an indoor and outdoor commercial Americans with Disabilities Act (ADA) compliant restroom, also an (ADA) entry ramp with a 2-car attached garage. A 35 ft., aluminum flagpole in a 12-inch butt diameter with a cement foundation. Front and rear Landscaping is to be included.

Accommodation of Operations

Appropriate measures must be taken to minimize dust and noise.

Time for Completion

The contractor shall complete all work in every detail within SEVEN (7) working days after the Notice to Proceed.

ELSINORE VALLEY CEMETERY DISTRICT

BID PROPOSAL SHEET

District Office Building – 18170 Collier Avenue, Lake Elsinore

TO THE ELSINORE VALLEY CEMETERY DISTRICT, as DISTRICT:

In accordance with DISTRICT's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications and General Provisions. If this proposal is accepted for award, BIDDER agrees to enter into a contract with Elsinore Valley Cemetery District at the price set forth in the Bid Proposal Sheet.

BIDDER understands that a bid is required for the entire work, that the items set forth in the Bid Specifications are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual amount of work satisfactorily completed. THE DISTRICT RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the bid price includes all appurtenant expenses, taxes, royalties, and fees.

BIDDER understands that if awarded the contract, a 10 percent retention of the total bid price will be held for at least a period of 35 days while the Notice of Completion is filed and recorded, thereby complying with state law.

Bids must be submitted to Elsinore Valley Cemetery District no later than **Wednesday, July 17, 2024, at the hour of 11:00 a.m.** at the following address:

Attn: District Manager, Stephanie Garcia
Elsinore Valley Cemetery District
18170 Collier Avenue
Lake Elsinore, CA 92530

BID SCHEDULE FOR

**ELSINORE VALLEY CEMETERY DISTRICT
OFFICE BUILDING**

IN THE LAKE ELSINORE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$

5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
<i>TOTAL BID SCHEDULE IN FIGURE</i>					\$
TOTAL BID SCHEDULE IN WORDS _____					

It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

Bidder's List of Subcontractors

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Department of Industrial Relations and certified to bid on Public Works contracts.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the California Public Contract Code, the following information is required for each subcontractor that will perform work amounting to more than one-half of one percent (0.5%) of the Total Base Bid or \$10,000, whichever is greater.

Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	% of Bid Item Subcontracted	Contractor License Number and DIR Reg. Number	DBE (Y/N) *	DBE Cert Number*	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million
City, State:							
Name:							
City, State:							
Name:							<input type="checkbox"/> <\$1 million

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City, State:							<input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10
Name:							<input type="checkbox"/> <\$1 million

The undersigned hereby proposes and agrees to provide services in accordance with the attached General Provisions and Specifications at the stated price: \$_____.

Signature of Bidder_____

Firm Name_____

Business Address_____

Telephone No._____

Bidder's Contractor License No._____

Dated this _____ day of _____, 2024.

**ELSINORE VALLEY CEMETERY DISTRICT
CONTRACT AGREEMENT
FOR
DISTRICT OFFICE BUILDING
18170 COLLIER AVENUE, LAKE ELSINORE, CA 92530
IN THE CITY OF LAKE ELSINORE**

This contract agreement is made and entered into for the above-stated project this _____ day of _____, 2024, by and between Elsinore Valley Cemetery District, as DISTRICT and _____, as Contractor.

WITNESSETH that DISTRICT and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by DISTRICT, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

DISTRICT hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing

rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless DISTRICT and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the DISTRICT and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or in any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,500,000
Product/Completion Operations	\$1,500,000
Contractual General Liability	\$1,500,000
Comprehensive Automobile Liability	\$1,500,000

A combined single-limit policy with aggregate limits in the amount of \$3,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to writing insurance in California with a rating of A: VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the DISTRICT.

Insurance shall name the Elsinore Valley Cemetery District, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the DISTRICT on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

Blank

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the DISTRICT to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the DISTRICT or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the DISTRICT.

ARTICLE X

Blank

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 2024.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Federal Tax Identification No. _____

DISTRICT: _____
Chairman, Elsinore Valley Cemetery District

Attested: _____
District Manager

Date _____

Approved
as to form: _____
District Counsel

Date _____

EXHIBIT A

K/A
KIMIL MAYER
ARCHITECTS

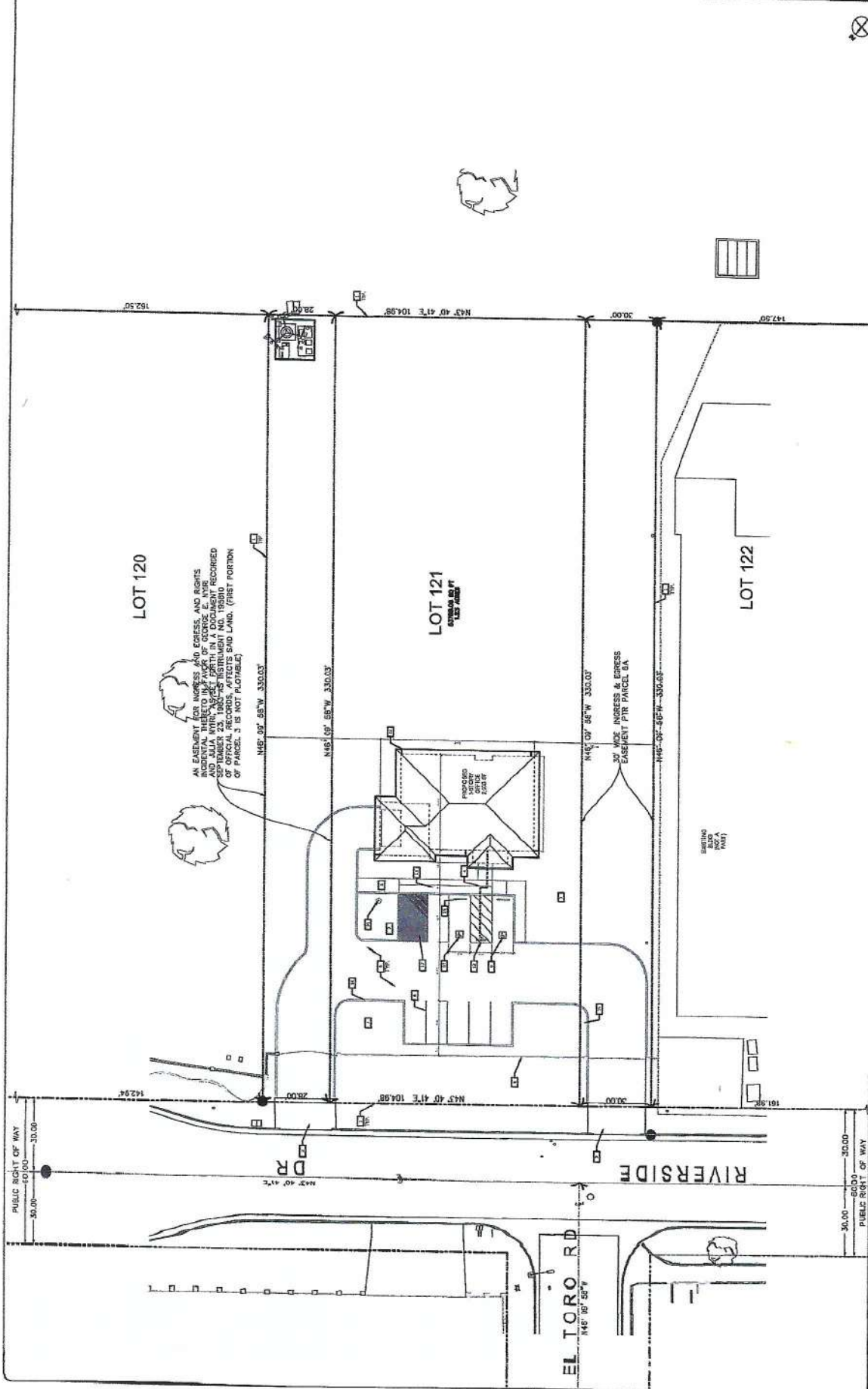
18 DEER CREEK
IRVINE, CA 92604
PH: 949.465-3200

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EL SINORE VALLEY
CEMETERY DISTRICT
GROUND UP OFFICE
29150 RIVERSIDE DR
LAKE EL SINORE, CA 92530

PRELIMINARY
SITE PLAN
SCALE 3/4" = 1'-0"
DRAWN BY J.L.K.
DATE 10/25/2023

A1.0



PRELIMINARY SITE PLAN 2

SITE

UNIMPROVED AREA
EXISTING IMPROVEMENTS
PROPOSED IMPROVEMENTS

1. SITE PLAN SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ARCHITECT OR ENGINEER AND SHALL BE SEAL AND SIGNATURE OF THE ARCHITECT OR ENGINEER. THE ARCHITECT OR ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND FOR THE COMPLETION OF THE PLAN. THE ARCHITECT OR ENGINEER SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE PLAN. THE ARCHITECT OR ENGINEER SHALL BE RESPONSIBLE FOR THE COMPLETION OF THE PLAN.

2. THE SITE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA CIVIL ENGINEERING PRACTICE ACT AND THE LATEST EDITION OF THE CALIFORNIA CIVIL ENGINEERING PRACTICE ACT.

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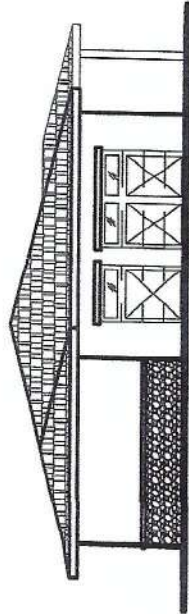
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LEGEND 11

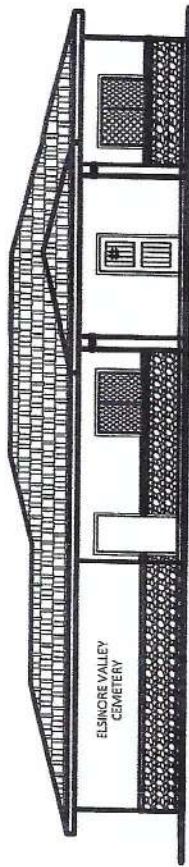
GENERAL NOTES 11

KEYNOTES 16

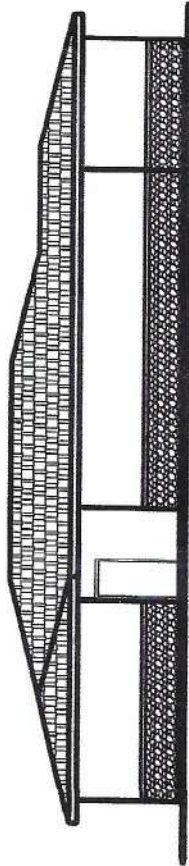
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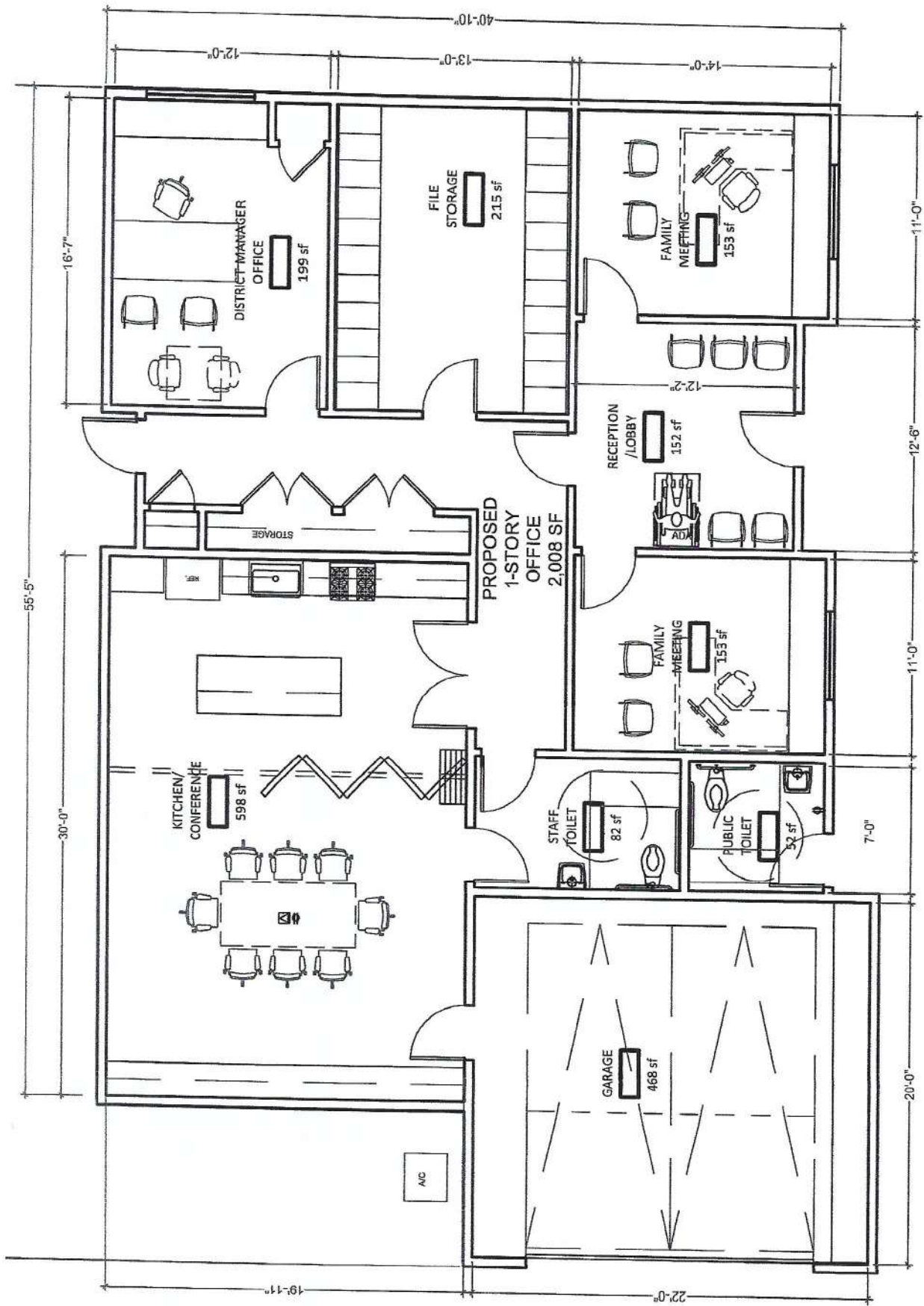
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ELSINORE VALLEY CEMETERY DISTRICT

18170 COLLIER AVENUE
LAKE ELSINORE, CA 92530

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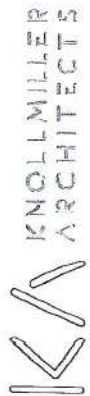
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DATE 03/24/2024

ELSINORE VALLEY CEMETERY DISTRICT

18170 COLLIER AVENUE
LAKEELSINORE, CA 92530



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ARCHITECTS

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