

**BID PROPOSAL, CONTRACT DOCUMENTS, AND  
SPECIFICATIONS**

**FOR THE  
Sierra Park North  
Improvements  
Construction Project**

**Bid Date: Wednesday May 12th, 2021 @ 2:00 PM at**

**Canyon Lake Property Owners Association**

31512 Railroad Canyon Road  
Canyon Lake, Ca 92587



**CANYON LAKE**

PROPERTY OWNERS ASSOCIATION

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**NOTICE INVITING BIDS FOR  
Sierra Park North Improvements  
CONSTRUCTION PROJECT  
Canyon Lake Property Owners Association  
Canyon Lake, CA**

NOTICE IS HEREBY GIVEN that the **Canyon Lake Property Owners Association (CLPOA)** invites bids for the above stated project and will receive such bids up to the hour of **2:00 P.M. (PDT) on Wednesday May 12th, 2021**. Bids may be delivered via mail, in person, via email to: [ekazakoff@canyonlakepoa.com](mailto:ekazakoff@canyonlakepoa.com) and [sschneider@canyonlakepoa.com](mailto:sschneider@canyonlakepoa.com) or via fax to: **951-244-6845**.

The work of improvement consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Plans and Contract Documents for the above stated project.

**The location of this project is at Sierra Park North, within the Gated Community of Canyon Lake, CA. The address is 29220 Vacation Drive, Canyon Lake, CA, 92587. Site visits will require calling 951-244-6841 x510 for access ahead of time.**

**A job walk will be held on Wednesday May 5<sup>th</sup>, 2021, at 10:00 am, at the project site.**

The Bidder shall examine carefully the site of the proposed contract work. The submission of a bid proposal shall be conclusive evidence that the Bidder has investigated the project site and is satisfied as to the conditions to be encountered. The Contractor shall submit Bidder’s Statement of Experience, Financial Condition, References, and Insurance Certificate as shown Page BD 8 with the online bid submittal.

The plans and specifications are available online to download from:  
<https://www.canyonlakepoa.com/Bids.aspx>

**Any questions pertaining to this project shall be submitted in writing to Eric Kazakoff at [ekazakoff@canyonlakepoa.com](mailto:ekazakoff@canyonlakepoa.com) and Steve Schneider [sschneider@canyonlakepoa.com](mailto:sschneider@canyonlakepoa.com) prior to Friday May 7th, 2021.**

A payment bond and a performance bond, each in an amount equal to 100% of the total contract amount, MAY be required concurrently with the execution of the contract.

Contractor must state that they are bondable and state their bond rate on the bid forms. Bond premium, if required by CLPOA will be paid by CLPOA.

Progress payments shall be based upon the percentage of work completed, or upon a mutually agreed to schedule of values. **A bid bond will not be required for this project. PREVAILING WAGES WILL NOT BE REQUIRED ON THIS PROJECT.**

The **CLPOA** reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of ninety (90) days.

At the time of submitting a bid, the contractor shall possess **Class "A" or Class "B"** contractor's license contractor's license to perform the work.

## Bid Document

### A. SCOPE OF WORK

**The general items of work to be done hereunder consist of:**

Any site survey work needed to complete the project and temporary fencing to secure the work site. (All quantities are approximate and furnished here for scope ONLY. Construction quantities shall be per plan and contractor's site visit). **The Pump Track is not part of this bid and is to be constructed by others. The attached bid schedule and alternates are important, and must be completed. CLPOA has the funds to build the entire project, but unless a May 2021 ballot measure passes, we may have to do phases of the project based on the bid schedule, and/or in \$800,000 segments.**

This work shall include, but not be limited to the following:

Base bid:

- Mobilization
- Survey/ staking
- Clear and grub project site
- Provide erosion control protection
- Provide rough grading and earthwork consisting of cut & fill and import
- Provide site electrical underground conduit
- Construct Verdura plantable retaining walls
- Install storm drainage system including LID requirements and bioswale
- Install restroom wet and dry utilities to restroom location
- Provide finish grading and drainage of project site
- Install cable railing

Bid Alternate 1:

- Provide site electrical, lighting and SCE connection
- Construct ADA Ramps at parking and handrail
- Construct concrete driveway approaches
- Install concrete stairs
- Construct concrete curb
- Construct concrete gutter
- Install 4" thick concrete paving
- Construct A.C. paved parking area with Class II aggregate base
- Construct park monument sign
- Install vehicular entrance gates
- Install removable bollards

Bid Alternate 2:

- Install irrigation system of all planted areas and Verdura wall
- Provide soil preparation of planted areas
- Provide hydroseeded turf
- Provide and install new trees and shrubs
- Install planting on Verdura wall
- Provide prefabricated restroom building
- Provide metal group picnic and pump track shelters

- Provide and install new playground equipment for ages 2-5 and 5-12.
- Provide and install resilient rubber surfacing in play area
- Install parcourse exercise stations
- Provide and install new picnic tables, trash receptacles, and benches.
- Provide and install new trees.

Bid Alternate 3:

- Include ALL items listed for Base bid, Alternate 1 & Alternate 2 in one lump sum.

## B. INSTRUCTIONS TO BIDDERS

1. Form of Proposal. The proposal must be made on the form of Contractor's Proposal which is included in the Contract Documents and must be completely filled in and signed. If provision is made for alternates, they must all be bid, unless otherwise provided in the Special Provisions.
  
2. Bid Bond. There is no Bid Bond required for this project.
  
3. Submission of Proposal. A proposal may be delivered via mail, in person or via email to: [ekazakoff@canyonlakepoa.com](mailto:ekazakoff@canyonlakepoa.com) and [sschneider@canyonlakepoa.com](mailto:sschneider@canyonlakepoa.com) via fax to: 951-244-6845.
  
4. Bids must be received by the time and at the place set forth in the Notice Inviting Bids: 2:00 P.M. (PDT) on **Wednesday May 12th, 2021**.
  
5. Contract Documents. The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans and Specifications in making their bid.
  
6. License. To be considered for award of the contract, a potential bidder must have the kind of license required under provisions of the California Business and Professions Code for the work covered in this proposal. This includes joint ventures.

Each item of work will be performed by a Contractor which is qualified and properly licensed for that work.

7. Quantities. The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate. The plan and site conditions shall prevail.

**The CLPOA** reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient.

Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.

8. Interpretation of Documents. Discrepancies, omissions, ambiguities, requirements likely to cause disputes between trades and similar matter shall be promptly brought to the attention of the **Project Manager, Steve Schneider** [sschneider@canyonlakepoa.com](mailto:sschneider@canyonlakepoa.com), 951-244-6841 x500. When appropriate, Addenda will be issued by the CLPOA. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.
9. ADDENDA. The **CLPOA** reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the **Project Manager** his name, email address, phone number, and address for the purpose of receiving Addenda to be emailed or mailed to such names at such addresses. To be considered, a Contractor's Proposal must list, acknowledge, and take into account all issued Addenda. Addenda notification will only be given to prospective bidders that have registered for the bid in question. No additional general public notifications will be given regarding the bid.
10. Inspection of Site. Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making his bid a bidder warrants that he has made such site examination as he deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowances - time or money - will be allowed as to such matters.
11. Bonds. The **CLPOA may require** a 100% Payment Bond and 100% Performance Bond from the successful bidder. Contractor must be bondable and must state their bond rate on the bid form.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the project documents shall be used.

12. Bids. Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

No bidder may withdraw his bid for a period of ninety (90) days .

13. Award of Contract. The **CLPOA** reserves the right to reject all bids received. Acceptance by the **CLPOA** by resolution or minute order at a meeting regularly called and held of a Contractor's Proposal constitutes an award of the contract and the execution of the Agreement is a written memorial thereof. Thereafter, **CLPOA** shall mail or deliver to the selected responsible bidder the agreement for Contractor's execution and return.
14. Return of Guarantee. Bid bonds (if required on this project) will not be returned unless

specifically requested by the bidder. Any submitted negotiable securities of unsuccessful bidders will be returned by mail within 30 days of the award of a contract to the successful bidder. Any submitted negotiable security of the successful bidder will be returned by mail within 30 days of receipt by the CLPOA of executed contract, certificate of insurance, performance bond and payment Bond.

15. Subletting and Subcontracting. Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the CLPOA's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.
16. Qualifications of Bidders. No award will be made to any bidder who cannot give satisfactory assurance to the **CLPOA** as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract. The bidder may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of bid.
17. Alternate Bid Schedules. If the Proposal includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following shall apply: The **CLPOA** may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule.

The **CLPOA** also reserves the right to reject all bids received.

18. Submission of Insurance Certificate. Within 10 business days of the date of the Notice of Acceptance of Proposal and Intent to Award issued by **The Canyon Lake Property Owners Association**, the successful Contractor shall submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of the General Conditions. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified 10 business days period will be grounds for rescinding the award of the contract, making a claim against the bid bond, and awarding to the second low responsible bidder, at the sole discretion of the **CLPOA**.
19. Signature and Seal If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a co-partnership, it shall be signed with the co-partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers

of the corporation shall be given.

20. Mathematical Errors In the event the CLPOA determines that there has been a mathematical error on the Bidding Sheet resulting from incorrect multiplication of unit prices times quantities, or incorrect addition of bid prices to determine the total bid, unit prices shall control and the multiplication and the total bid amount shall be corrected accordingly prior to evaluating the bid.

**C . BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS:**

**Sierra Park North Improvements**

TO THE BOARD OF DIRECTORS, CANYON LAKE PROPERTY OWNERS ASSOCIATION,  
CANYON LAKE, CALIFORNIA:

1. PROPOSAL

The undersigned proposes to furnish all labor, materials, equipment and methods necessary to properly construct and complete for the **Canyon Lake Sierra Park North Improvements** as set forth in the Bidding Sheet, and in accordance with Bidder's Plan for Construction accompanying this proposal and incorporated herein by reference.

The undersigned hereby declares, as bidder, that the only persons or parties interested in this proposal as principals are those named herein, that this bid is made without any connection with any other person or persons making a bid for the same purposes; except for any other division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that he has read the Invitation to Bid and the Instruction to Bidders and agrees to all the stipulations contained therein; that he has examined the form of Contract, (including the Special Requirements, Basic Specifications, and Drawings and other documents incorporated therein by reference); that in exchange for consideration of his bid proposal by the CLPOA he proposes, in the event his bid as submitted on the attached and incorporated Bidding Documents be accepted by the CLPOA, to contract in the said form to furnish and provide the items mentioned in this proposal and in the said form of Contract and in the Special Requirements, Basic Specifications, and Drawings, and to furnish and provide the same within the time stipulated therein; and he will accept as full payment therefor the prices named in said Bidding Sheet.

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him of written notice of the CLPOA's acceptance of this proposal and within same time shall furnish the required faithful performance bond or securities as permitted by Code of Civil Procedure Section 995.710, the labor and material payment bond, and certificates of insurance and endorsements.



2. BIDDER'S STATEMENT OF EXPERIENCE, FINANCIAL CONDITION  
AND REFERENCES

How many years of experience in construction work has your organization had? \_\_\_\_\_

The following outline is a record of the undersigned Bidder's experience in construction of the three **(3) most recent projects of a type similar in magnitude and character to that contemplated under this Contract**. Include the location of each project as well as the name, address, and phone number of the Owner, and name of individual to contact.

1 Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Phone: (        ) \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

2 Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Phone: (        ) \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

3 Owner's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Phone: (        ) \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

**As a part of this supporting document, submit credit references, insurance certificates and, or other information and references sufficiently comprehensive to permit an appraisal of your financial condition.**

### 3. BIDDING SHEET

#### Supplemental Instructions

1. Bidders are advised that:
  - a. The Bidders shall submit a price for all bid item numbers under all Bid Schedules.
  - b. For this project there must be bids for the base bid and it will be acceptable to enter "No Bid" on any alternates, if so desired by the bidder.
  - c. Award, if made, will be for Base Bid and any alternates chosen by the Board of Directors. Some Alternates may be awarded to other bidders.
  - d. The CLPOA may award only the items of work listed on the Base Bid Schedule, or may choose any Alternate.
  - e. All contract construction shall be by an organization which has had at least five (5) years of successful experience in the construction of facilities of the type specified or comparable.
  - f. The CLPOA reserves the right to vary the amount of work under the Contract, and may add or deduct from the various bid numbers at the unit prices shown on the Bidding Sheet, and as a result of this prerogative, there will be no claim for damages or profits, real or anticipated.
  - g. Bid items must include a proportional amount of profit, overhead, etc., within the bid price for each bid item number, since the schedule of bid item numbers under which award is to be made will be determined by CLPOA after bids have been received.
  - h. The Bidder shall submit his proposal on the bidding documents contained herein.
  
2. To complete this Bidding Sheet, use the blanks provided to fill in the bid prices at which you propose to furnish the scheduled construction, including all labor, materials, (other than materials supplied by the CLPOA), equipment, work, and methods necessary to complete the work in accordance with the Contract Completion Schedule located in the Special Requirements. Fill in the figures for the unit prices, extensions and sum of extensions (Total Bid) for all Bid Schedules and/or Bid Items shown on the Bidding Sheet. Figures and words must be inserted for the "Total Bid". All Blanks must be completely filled in.
  
3. Addenda: Receipt of Total Addenda No.(s)\_\_\_\_\_is hereby acknowledged. Proposal may be rejected if any issued addenda is not acknowledged.

\_\_\_\_\_  
Bidder's Company Name

b. Bid Item Schedule

The undersigned hereby proposes to furnish and install the following items of construction for the CLPOA, all in strict accordance with the attached and/or incorporated Special Requirements, Basic Specifications and Drawings, including all labor, materials, equipment, work, method, etc., necessary to complete the work in accordance with the stated completion schedule(s), for the following bid prices:

**Canyon Lake Sierra Park North Improvements – Bid Form**

ITEM #	ITEM	UNIT	ESTIMATED QUANTITY	AMOUNT
<b>1</b>	<b>Base Bid</b>			
	Mobilization. Any required traffic control, curb ramps, dust & mud control measures. Survey/ staking, temporary fencing to continuously maintain a safety and security.	LS	1.00	
<b>2</b>	<b>Base Bid</b>			
	Earthwork cut (hauling within)	CY	515	
<b>3</b>	<b>Base Bid</b>			
	Earthwork Import and fill	CY	8202	
<b>4</b>	<b>Base Bid</b>			
	Clear and Grub	LS	1.00	
<b>5</b>	<b>Base Bid</b>			
	Slump block retaining wall	LF	250	
<b>6</b>	<b>Base Bid</b>			
	Verdura Plantable Retaining Wall	LS	1	
<b>7</b>	<b>Base Bid</b>			
	Pump Track Fencing	LF	450	
<b>8</b>	<b>Base Bid</b>			
	Restroom Utilities, 2" copper piping, trenching, backfill	LF	55	
<b>9</b>	<b>Base Bid</b>			
	Restroom Utilities, 4" sewer piping, trenching & backfill	LF	55	
<b>10</b>	<b>Base Bid</b>			
	Cable Fence & Railing	LF	1,250	

<b>11</b>	<b>Base Bid</b>			
	Storm drain grate inlet 24" x 24"	EA	7	
<b>12</b>	<b>Base Bid</b>			
	Storm drain pipe, 8" PVC	LF	619	
<b>13</b>	<b>Base Bid</b>			
	Storm drain junction structure	EA	3	
<b>14</b>	<b>Base Bid</b>			
	Storm drain manhole	EA	2	
<b>15</b>	<b>Base Bid</b>			
	Electrical 1" conduit, pull box, pull rope, trench, backfill	LF	2,232	
<b>16</b>	<b>Base Bid</b>			
	Erosion Control	LS	1	
<b>17</b>	<b>Base Bid</b>			
	Storm Chamber with piping & misc.	LS	1	
<b>18</b>	<b>Base Bid</b>			
	Planter box	LS	1	
<b>19</b>	<b>Alternate #1</b>			
	Concrete Stairs	LS	1	
<b>20</b>	<b>Alternate #1</b>			
	Concrete Paving, 4" thick	SF	5,948	
<b>21</b>	<b>Alternate #1</b>			
	Concrete Curb (6")	LF	1,418	
<b>22</b>	<b>Alternate #1</b>			
	Concrete Gutter (24")	LF	851	
<b>23</b>	<b>Alternate #1</b>			
	Concrete Driveway Approaches	EA	2	
<b>24</b>	<b>Alternate #1</b>			
	Concrete ADA Ramp	LS	1	
<b>25</b>	<b>Alternate #1</b>			
	AC Pavement (4")	SF	19,720	
<b>26</b>	<b>Alternate #1</b>			
	Class II aggregate base	CY	370	

<b>27</b>	<b>Alternate #1</b>			
Signing & striping		LS	1	
<b>28</b>	<b>Alternate #1</b>			
Park Monument Sign		LS	1	
<b>29</b>	<b>Alternate #1</b>			
Vehicular Entrance Gates		EA	2	
<b>30</b>	<b>Alternate #1</b>			
4' length Conc. Wheel Stops at Parking		EA	12	
<b>31</b>	<b>Alternate #1</b>			
Removable Bollards		EA	4	
<b>32</b>	<b>Alternate #1</b>			
LED lights, wire, poles & foundation, walkways, parking		EA	23	
<b>33</b>	<b>Alternate #1</b>			
Metering, SCE connection, trench/backfill		LS	1	
<b>34</b>	<b>Alternate #1</b>			
Distribution panel 200 amps, sub panel 100 amp		EA	2	
<b>35</b>	<b>Alternate #2</b>			
Irrigation System		LS	1	
<b>36</b>	<b>Alternate #2</b>			
Soil Preparation and Fine Grading		LS	1	
<b>37</b>	<b>Alternate #2</b>			
Trees, 36-inch box		EA	13	
<b>38</b>	<b>Alternate #2</b>			
Trees, 24-inch box		EA	43	
<b>39</b>	<b>Alternate #2</b>			
Shrubs, 5-gal		EA	165	
<b>40</b>	<b>Alternate #2</b>			
Shrubs, Groundcovers, Grasses, 1-gal		EA	1870	
<b>41</b>	<b>Alternate #2</b>			
Verdura Wall Vine Planting, 4-inch pots		EA	225	
<b>42</b>	<b>Alternate #2</b>			
Mulch		LS	1	
<b>43</b>	<b>Alternate #2</b>			

Restroom Building	LS	1	
<b>44</b>	<b>Alternate #2</b>		
Picnic Shelter	LS	1	
<b>45</b>	<b>Alternate #2</b>		
Pump Track Shelter	LS	1	
<b>46</b>	<b>Alternate #2</b>		
Play Structure Components & rubber surface	LS	1	
<b>47</b>	<b>Alternate #2</b>		
Decomposed Granite	LS	1	
<b>48</b>	<b>Alternate #2</b>		
Parcourse Stations	LS	1	
<b>49</b>	<b>Alternate #2</b>		
Concrete Picnic Tables, Benches & BBQ Stations	LS	1	
<b>50</b>	<b>Alternate #2</b>		
Bike Racks	LS	1	
<b>48</b>	<b>Alternate #2</b>		
Parcourse Stations	LS	1	
<b>49</b>	<b>Alternate #3</b>		
To include all of Base bid, Alternate 1 & 2	LS	1	

**Alternate Bid Schedules and Method of Award**

The Owner may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. The Owner will select best combination of qualified, responsive and responsible bids using the sum of the base bid and all alternate bidschedules.

The Owner also reserves the right to reject all bids received.

**PROPOSAL TOTALS**

**Base Bid Items #1 thru 18** \$ \_\_\_\_\_

**Bid Alternate #1 Items 19 thru 34** \$ \_\_\_\_\_

**Bid Alternate #2 Items 35 thru 48** \$ \_\_\_\_\_

**Bid Alternate #3 Items #1 thru 48** (Base Bid Plus Alternates 1&2 combined) \$ \_\_\_\_\_

**PROJECT TOTAL** \_\_\_\_\_ \$ \_\_\_\_\_  
**Base bids plus alternates 1&2 in "Words"**

Bidders shall provide unit and total bid amounts for the above items. The Owner is under no obligation to the contractor for said items and may ask the contractor at the Owner's discretion to complete some or all of said items. In such cases, the contractor shall be paid for actual quantity constructed per the unit prices provided on the bid schedule.

**NOTES:**

- Bid shall include all sales tax, and other taxes and fees.
- CLPOA will be paying the building permit fees for this project.
- Project duration shall be 240 calendar days from notice to proceed.

# BIDDER DATA

Name of Company/Bidder

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Type of Organization

---

Person Authorized to Sign for Bidder

---

Address

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Phone \_\_\_\_\_ Email \_\_\_\_\_

Contractor's License \_\_\_\_\_  
Type & Number

Expiration Date \_\_\_\_\_



Bidding Sheet-Continued

4. DESIGNATION OF SUBCONTRACTORS

Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess ½ of 1% of the total bid.

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP, EMAIL			

**Percent of work to be performed by sub-contractors: \_\_\_\_\_%**  
**(Note: 50% of the work required to be performed by general contractor)**

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

5. BIDDER'S STATEMENT

1. Names and addresses of all members of co-partnership or names and titles of all officers of the corporation.

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2. The bidder declares that the surety or sureties named in the space provided below has agreed to furnish bonds in the aggregate amounts set forth in the Instruction to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address (es) of surety or sureties agreeing to furnish bond.

Note: Contractor states they are bondable should CLPOA require payment and performance bonds: Y/N  
\_\_\_\_\_  
Contractor Initials

Note: Contractor please state your bond rate:  
\_\_\_\_\_  
Contractor Initials

Corporation organized  
under the laws of the  
State of:

\_\_\_\_\_

Name of Bidder:

\_\_\_\_\_

California Contractor's  
License No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Address

License Expiration Date:

\_\_\_\_\_

License Class \_\_\_\_\_

\_\_\_\_\_

Bidder's Phone Number

\_\_\_\_\_

Bidders Email Address

I declare under penalty of perjury under the laws of the State of California that the  
foregoing representations are true and correct.

By: \_\_\_\_\_

Bidder's Signature

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Title

Date

\_\_\_\_\_

Company

## **D. AGREEMENT for Sierra Park North Improvements**

This AGREEMENT FOR CONSTRUCTION SERVICES (the "Agreement") is entered into by and between **Canyon Lake Property Owners Association** ("Owner"), a California nonprofit mutual benefit corporation, and \_\_\_\_\_ ("Contractor") [License Number # \_\_\_\_\_] on \_\_\_\_\_, 2021. Contractor and Owner are occasionally referred to throughout this document as "Parties."

### **RECITALS**

- A. Owner is a California nonprofit mutual benefit corporation, organized for the purpose of managing and maintaining the common interest development commonly known as Canyon Lake Property Owners Association and the other purposes set forth in the Declarations of Covenants, Conditions, Restrictions and Reservation of Easements for Canyon Lake Property Owners Association, its Articles of Incorporation, By-Laws and other governing documents.
- B. The intent of this contract is for Owner to retain Contractor's services for **construction of Sierra Park North. All mobilization, demolition, associated grading, site prep, storage and improvements per the drawings and bidding documents, at 29220 Vacation Drive, Canyon Lake, CA, 92587.**
- C. Subject to the General Conditions in Art. II, Owner shall pay Contractor, pursuant to Art. II ¶ 11, in exchange for Contractor to provide the services detailed in Art. I.
- D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE I. SCOPE OF WORK**

Subject to the General Conditions of this Agreement in Art. II, Contractor's work will consist as follows:

- 1. Contractor shall provide all materials, tools, equipment, and labor to perform all work necessary or incidental to the performance of the services described in Article II and attached to this Agreement, as Exhibit A, incorporated by this reference, as though fully set forth herein. (The term "Work" as used herein shall mean and refer to the entirety of Contractor's duties under this Agreement.)
- 2. The Effective Date of this Agreement is the date on which it is executed by both Parties.
- 3. Contractor shall provide all project management including hiring of subcontractors, if necessary, and coordination with any of the subcontractors on the site.
- 4. Owner has the right to cancel this Agreement, within three days following the Effective Date, without any charge to Owner.
- 5. Owner has the right to cancel this Agreement, any time after three days following the Effective Date, with or without cause, by providing written notice, via overnight mail, to Contractor at the address listed in below. Termination shall be effective 3 days after Owner sends Contractor the termination notice.

If Owner terminates this Agreement pursuant to this provision, Contractor shall be entitled to collect from Owner the undisputed value of any services performed or materials provided by Contractor, if any, before the date the notice was received by Contractor.

6. The contract price includes any and all governmental applications and fees, if required.
7. ~~Contractor shall provide all necessary building permits, if any, at Contractor's cost and expense.~~
8. All work, material or equipment shall comply with the requirements of codes, ordinances and regulations of the local government having jurisdiction at the location of the work, including the regulations of serving utilities, and any other participating government agencies having jurisdiction.
9. Contractor shall visit the site and verify all existing conditions prior to commencement of work.
10. Owner may from time to time, retain one or more Consultants to advise Owner on this project. Such Consultants serve at the absolute discretion of Owner. Such Consultants' only involvement in the project will be to advise Owner – Consultants' involvement, actions or inactions shall in no way whatsoever limit Contractor's liability or duties under this Agreement. Such Consultants are not parties to this Agreement.
11. It is not the responsibility of Owner or its Consultants to supervise the work of Contractor in any way whatsoever, or to in any way relieve Contractor of his responsibility to carry out all its contractual duties.
12. Contractor shall coordinate its work with that of any the other trades that may be concurrently working at the Campground, if applicable.
13. Contractor shall be responsible for keeping the building, site, and premises clean and tidy with respect to Contractor's work at all times.
14. Contractor shall dispose of waste in accordance with California State Waste Management requirements, and any other laws governing the use of any of the substances / products used by Contractor.
15. Contractor shall be responsible for the cost to repair or replace any portion of the Properties, or improvements thereon, damaged or destroyed by the intentional or unintentional act or omission of Contractor, its agents, employees or subcontractors. Contractor agrees that Owner may withhold from Contractor's compensation an amount sufficient to repair or otherwise correct such damage or destruction provided, however, that Contractor has first been notified of the damage or destruction. This paragraph shall not be construed to give Contractor the right

to contract directly for the required repair, replacement, or correction of damage or destruction without the prior written consent of the Owner.

16. Contractor guarantees its work for three (3) year from the date of completion and acceptance of the work. During this period, any defects in materials, workmanship, or performance shall, without cost to Owner, be remedied within a reasonable length of time (not to exceed 2 months) from when notice is given by Owner to Contractor of the defect. Contractor shall undertake all service or adjustments required to the equipment during this period as part of the guarantee. This guarantee period in no way limits any applicable statutes of limitation or repose that may be applicable to claims against Contractor related to this contract and any work to be completed pursuant to this Agreement.
17. At the project completion Contractor shall provide written notice to Owner certifying that the work is complete. Upon receipt of this written notice, Owner's warranty will begin to run provided that all work is in fact completed. If the work is not completed, the warranty shall not begin to run until such time as the parties agree that the work is 100% complete.

## **ARTICLE II. GENERAL CONDITIONS**

1. This is a lump sum contract; there are no hidden costs. However, should additional work (outside the scope of this contract) be required, a written order must be obtained from Owner before ordering material and proceeding with the work.
2. Contractor guarantees the price for the entire project. There will be no labor or material cost increases.
3. All materials are to be installed in strict accordance with the specifications of the engineer and/or manufacturer and all applicable laws and regulations. Contractor may only store equipment and materials on the properties on or near the Campground with the written approval of Owner, and then only in locations and for durations as allowed by Owner.
4. Contractor shall provide a qualified supervisor on site at all times that work is being performed or materials are delivered to job site.
5. All vehicles used by Contractor shall remain at pre-approved parking areas.
6. Contractor shall coordinate all activities with Owner's General Manager. Owner's General Manager is the only person authorized to order work or services under this Agreement on behalf of the Owner. Any such authorization shall be in writing, signed by Owner's General Manager. The Parties expressly acknowledge that no other agent, employee, subordinate or member/homeowner of Owner may order work or services. If Contractor performs work or services at the request of any such agent, employee, subordinate or member/homeowner, Contractor shall not be entitled to any compensation from Owner for such work.
7. Contractor recognizes that these are residential properties and Contractor shall not interfere with or disturb the residents, commercial tenants or visitors/customers, any more than is necessary to complete the Work. For this reason, Contractor agrees to take such safety measures as are



reasonably necessary to assure such safety, including but not limited to, obeying all laws, regulations, rules and guidelines adopted by any federal, state or municipal agency, and applicable safety organization, or by Owner. Contractor further agrees to take such steps as will reasonably assure that Contractor's agents and employees will perform all work in a safe and lawful manner while on or about Owner's properties.

8. Contractor may not delegate or assign any of its duties herein without prior written permission from Owner.
9. Upon written request from Owner, Contractor shall provide to Owner the name and address of any subcontractors hired to perform Work related to this Agreement.
10. When Work is substantially complete, Contractor shall inform Owner for purposes of inspection. Should any defects require correction, they shall be corrected at no cost to Owner. Contractor shall not cover up any work until proper inspection of work has been performed by Owner's General Manager.
11. Owner will pay for Contractor's services pursuant to this Agreement \$ \_\_\_\_\_, total for all Work, as described in Exhibit A.
12. Time is of the essence in this Agreement.
13. If Contractor falls behind in schedule, Contractor will increase the labor force during working hours to meet and maintain the schedule of work.
14. Work must be performed Monday through Friday between the hours of 7:00 am and 5:00 pm, excluding Saturdays, Sundays, and holidays during which days no work will be performed. Work may not be performed at any other times or dates, unless the Owner expressly agrees in writing.
15. Contractor shall, at all times during the term of the Agreement or any extension thereof and at Contractor's own cost and expense, procure from insurance company(ies) acceptable to the Owner, and continue in force, insurance policies of the amount and types set forth below (but, in no event, with levels below those required by any applicable law, ordinance or regulation); furnish the Owner with certificates of insurance accompanied by additional insured endorsements naming the Owner, its directors, officers, employees and management, as additional insureds under said policies and providing that the insurance company(ies) must give the Owner at least 30 days' written notice of any cancellation and have the insurance company(ies) issue the Owner the appropriate ACORD form explicitly stating that the certificate(s) of insurance convey(s) all rights and privileges afforded under the policy(ies) to the certificate holder.

Coverages	Limits of Liability	
	Each Occurrence	Aggregate
General Liability	\$1,000,000	\$2,000,000
Workers' Compensation		

	\$ (as required by law)	\$ (as required by law)
Automobile Liability - Any Auto Used	Bodily Injury/Property Damage - \$1,000,000 Combined Single Limit	

Coverages shall apply to all locations where the named insured is performing services and/or activities in connection with, or arising out of, this Agreement. The policy of insurance which affords comprehensive general liability shall contain at a minimum:

- (a) A provision or endorsement stating that such insurance, subject to all of its terms and conditions, applies to the liability assumed by Contractor under this Agreement, including, but not limited to, the liability assumed under the defense, indemnification and hold harmless provisions hereof (blanket contractual coverage);
- (b) Premises operations, products/completed operations hazard, contractual liability, broad- form property damage, and independent contractors' coverages;
- (c) Personal injury (false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, or violation of right of privacy, wrongful entry or eviction, or other invasion of right of private occupancy, bodily injury and assault and battery) coverages; and
- (d) Legal liability coverage for dishonest acts of insured's employees.

The foregoing requirements as to types, limits and approval of insurance coverage to be maintained by Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

If Contractor, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, Owner shall have the power, but not the duty, to obtain such insurance in the Contractor's name or as the agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums with interest thereon at the legal rate.

16. Contractor shall DEFEND, INDEMNIFY AND HOLD HARMLESS Owner (including Owner's officers, directors, shareholders, partners, members, managers, principals, insurers, assigns, attorneys, representatives, parent entities, divisions, subsidiaries, predecessors, successors in interest, agents, employees, licensees, affiliates, contractors, servants, and their respective successors and assigns) FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, WRONGFUL DEATH CLAIMS, DAMAGES, COSTS, LOSSES, EXPENSES AND LIABILITIES OF EVERY NATURE (including, without limitation, attorney fees and other costs incurred in connection with the defense of any such claims or actions or in the enforcement of this defense and indemnity obligation) whether based on tort, contract, or equitable principles, and whether based on intentional or unintentional acts or omissions, arising from or in connection with (i) the performance of Contractor's obligations arising from this Agreement and/or (ii) the Contractor's failure to observe or comply with the provisions of this Agreement. Contractor's obligation to defend and indemnify herein shall extend to, but not be limited to, any and all claims, demands,

obligations, actions, causes of action, wrongful death claims, damages, costs, expenses and liabilities, (including, without limitation, attorneys' fees and other costs incurred in the defense of claims or actions or in the enforcement of this defense and indemnity obligation) whether occurring before, during or after the performance of this Agreement, which arise from the activities and/or products of Contractor and/or Contractor's employees, agents, contractors, suppliers, subcontractors, officers, directors, shareholders, partners, members, insurers, assigns, attorneys, representatives, principals, parent entities, divisions, subsidiaries, successors in interest, licensees, affiliates or servants, or their respective successors and assigns. Contractor's obligation to defend and indemnify herein shall include, without limitation, claims based on duties, obligations or liabilities imposed on Owner by statute, ordinance, regulation or other law, and claims based on theories of peculiar risk or non-delegable duty or arising from conditions of the work place, and include, without limitation, claims for or based on injury or death to persons or damage to or loss of property contributed to in part by the negligent act or omission or other misconduct of Owner or other party to be indemnified herein (whether active or passive), as long as the injury, death, damage, or loss is caused or alleged to be caused in part by the negligent act or omission or other misconduct of Contractor and/or Contractor's employees, agents, contractors, suppliers, subcontractors, officers, directors, shareholders, partners, members, managers insurers, assigns, attorneys, representatives, principals, parent entities, divisions, subsidiaries, successors in interest, agents, licensees, affiliates, or servants or their respective successors and assigns. The above provisions of this paragraph do not obligate Contractor to indemnify Owner against liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct of Owner. To the fullest extent allowed by applicable law, Contractor waives all claims against Owner for damage to or loss of property and/or injury to or death of persons in or about the Properties from any cause arising at any time, except to the extent caused by the gross negligence or willful misconduct of Owner; provided, however, that this sentence is not intended as a waiver of mechanic's liens, stop notices or bond rights as contemplated under California law. All indemnifications by Contractor in this Agreement in favor of Owner shall continue in full force and effect until all statutes of limitation pertaining to any relevant claim or cause of action have expired. Nothing in this paragraph shall reduce or limit the Owner's rights as an insured pursuant to the coverages which must be provided under this Agreement.

17. The Parties agree that, to the extent that any provision of this Agreement is determined to be unenforceable, the unenforceable provision should be severed from the Agreement or modified to comply with the law, without affecting the validity or enforceability of any of the other terms or provisions of the Agreement.
18. Arbitration Clause. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in the State of California, pursuant to the Federal Arbitration Act (9 U.S.C. §§ 1-16, now in effect and as may hereafter be amended). The arbitration shall be administered by JAMS in

Riverside County, California, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction.

Arbitration is the only forum in which a dispute regarding this Agreement may be heard. Both Parties hereby expressly waive all rights, constitutional and otherwise, to have their disputes under this Agreement determined by a jury trial or bench trial. The arbitrator shall have the authority to award attorney fees and costs to the prevailing party, including without limitation, all costs incurred in initiating or defending the arbitration claim, and any and all discovery costs. The arbitrator's decision will be legally binding, final, and judgment may be entered thereon.

Each Party is responsible for its share of the arbitration fees. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including reasonable attorney fees for having to compel arbitration or defend or enforce the award.

19. If, for any reason, a dispute regarding this contract is litigated outside of arbitration: such litigation shall be governed exclusively by the laws of the State of California, without regard to conflicts of laws principles; and the Riverside County Superior Court will have exclusive jurisdiction.
20. This Agreement constitutes the complete understanding between the Parties as to the subject matter of this Agreement, and a fully integrated written memorialization of same. No prior or contemporaneous statements or writings may be considered in the interpretation of this Agreement. This Agreement may be modified only upon mutual agreement between the Parties, memorialized in a fully executed writing.
21. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement. In this respect, the parties expressly agree that Cal. Civ. Code § 1654 will not apply, such that any ambiguity in this Agreement will not be construed against the drafter.

**ARTICLE III. COMPLIANCE WITH LABOR CODE SECTION 2810**

1. CONTROLLING ARTICLE. In the event of any inconsistency between the terms of Article III of this Agreement and any other part of this Agreement, the terms of this Article III shall control.
2. CONTRACTOR REPRESENTATION AND WARRANTY. Contractor has warranted and represented to Owner, and Owner has relied thereon, that the consideration contemplated in this Agreement includes funds sufficient to allow the Contractor to comply with all applicable local, state and federal laws or regulations governing the labor or services to be provided.
3. CONTACT INFORMATION. The name, address and telephone number of the Owner, to whom the services described in the Agreement shall be provided, and of the Contractor, through whom the services are to be provided, are as follows:

Contractor: \_\_\_\_\_  
\_\_\_\_\_

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Owner: Canyon Lake Property Owners Association  
c/o General Manager  
31512 Railroad Canyon Road  
Canyon Lake, CA 92587  
(951) 244-6841

**ARTICLE IV. LIQUIDATED DAMAGES**

**The work specified herein shall be completed by 240 days from the time of project start.** For each consecutive calendar day in excess of the time specified for the completion of work, the Contractor shall pay the CLPOA **\$500.00 per day** the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the specified number of calendar days, the CLPOA have the right to increase the number of calendar days if it deems best to serve the interest of the CLPOA. If the CLPOA decides to increase the said number of calendar days in lieu of charging liquidated damages, it shall further have the right to charge to the Contractor, its heirs, assignees or sureties and to deduct from the final pavement for the Work all or any parts, as the CLPOA may deem proper, the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of the final estimate will not be included in such charges.

**ARTICLE V. EXECUTION AND COUNTERPARTS**

The Parties acknowledge that they have read and understand the contents of this Agreement and that they are executing it voluntarily, without any duress and with full knowledge of its meaning and effect. Each signatory to this Agreement expressly warrants that he or she has full and actual authority to bind the signatory's principal, i.e. Owner or Contractor, to all terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Signatures may be by facsimile or scanned pdf images transmitted via electronic mail, and shall have the same validity, effect and enforceability as if they were in original ink.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE OTHER PARTY.**

IT IS SO AGREED.

“OWNER”

Canyon Lake Property Owners Association

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Its: Board President (Printed Name)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Its: General Manager (Printed Name)

“CONTRACTOR”

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Its: (Title)