

**AGENDA
MEETING OF THE
ANIMAL CARE JPA
THURSDAY, OCTOBER 25, 2012, 12:00 p.m.
YUCCA VALLEY COMMUNITY CENTER MESQUITE ROOM**

ROLL CALL: Directors Cronin, Huntington, Lombardo, Chair Derry

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Approve the minutes of August 2, 2012 Special Meeting as presented

DIRECTORS REPORTS/UPDATES

DISCUSSION ITEMS

1. Replacement Animal Shelter, ACJPA Project No. 1, Recommendation to the Board of Supervisors and Town Council, Town Construction Management/Specialized Inspections

Staff Report

Recommendation: that the ACJPA Board

1. **Recommends that the Town Council and County Board of Supervisors review and approve the JPA's competitive bid process for the construction of the Animal Shelter, including, but not limited to the proposed consent to withdrawal of bid by R.C. Construction Services, Inc., based upon the findings further described below;**
 - A. **R.C. Construction Services, Inc., made a clerical mistake establishing an incorrect bid amount for Metal Buildings.**
 - B. **R.C. Construction Services, Inc. gave the ACJPA written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$400,000 in metal building costs.**
 - C. **The clerical mistake made by R.C. Construction Services, Inc. is materially different than R.C. Construction Services, Inc. intended by the failure to include \$400,000 in Metal Buildings costs that were not included in the bid item due to the clerical mistake;**
 - D. **The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans of specifications.**

2. **Recommends that the Town Council and the County Board of Supervisors approve the JPA’s proposed award of the “Base Bid” construction contract to Facility Builders and Erectors, Inc., in the amount of \$2,849,400.00, and the “Bid Alternate B” construction contract in the amount of \$31,800.00; and**
3. **Recommends that the Town Council and the County Board of Supervisors approve the JPA’s proposed authorization of a Construction Contingency in the amount of \$391,294 (14% of construction costs); and**
4. **Recommends that the Town Council and the County Board of Supervisors accept the Town proposal for Construction Management and Specialized Inspection Services; and**
5. **Recommends that the Town Council and the County Board of Supervisors approve the JPA’s proposal that unused Construction Contingency be budgeted against one time start-up costs for the replacement animal shelter. Such expenditure will be brought to the JPA Board for prior approval.**

2. Project Update.

FUTURE AGENDA ITEMS

- A. Adopt Reimbursement Strategies

PUBLIC COMMENTS

ADJOURNMENT

**ANIMAL CARE JPA MINUTES
THURSDAY, AUGUST 2, 2012**

Alan Rasmussen called the meeting to order at 12:05 p.m. with Directors Cronin, Huntington, Lombardo, and Alan Rasmussen sitting in for Chair Derry.

PLEDGE OF ALLEGIANCE

Led by Alan Rasmussen

APPROVAL OF MINUTES

Approve the minutes of May 31, 2012 as presented.

Upon motion by Director Huntington the minutes stand approved

DIRECTORS REPORTS/UPDATES

Director Cronin advised that the county has completed the audit will be submitting it to the Board at the next meeting.

DISCUSSION ITEMS

1. Replacement Animal Shelter, Approval of Plans and Specifications, Authorization to Bid for Construction

Town Manager Nuaimi gave the background of the project, advised that the project has been amended to bring the cost down to \$3.2 million, then after the construction drawings were prepared the cost grew to \$3.375 million, which includes contingency dollars. Staff believes the costs will still come down in the lower end when we go out to bid. The final plans have been reviewed by County Council, Architecture and Engineering, who have signed off on them, and they are ready to go to bid.

Margo Sturges, Yucca Valley, commented regarding the drop off areas.

Director Lombardo commented he thinks this is a good project with a lot of flexibility.

Mr. Rasmussen questioned why the number of animals being picked up is going down. Town Manager Nuaimi advised it is probably a variety of reasons, noting in the early years there may have been a spike. Animal Care & Control Manager Crider advised when the Town first took over the shelter, people were losing their homes and sadly having to give up their dogs. Town Manager Nuaimi added that it is possible the spay/neuter program is seeing dividends.

Director Huntington questioned if there is any difference between the amount of animals from the Town and from the County. Animal Care & Control Manager Crider

stated no, that it is pretty consistently even.

Director Cronin thanked the Town for their due diligence responding to the County's questions.

Director Huntington stated he is glad to see this brought to this stage.

Director Huntington moved to approve the Plans and Specifications; Authorize construction bidding for the project; Direct the Town Clerk to advertise the project for construction bids; Direct staff to return to the JPA with a repayment plan for the project; and direct staff to return to the JPA with a recommendation for designation of the construction project manager. Director Lombardo seconded. Motion carried 4-0 on a roll call vote.

AYES: Member Cronin, Huntington, Lombardo and Rasmussen for Chair Derry
NOES: None
ABSTAIN: None
ABSENT: None

Town Manager Nuaimi advised that we are looking for a late fall groundbreaking.

FUTURE AGENDA ITEMS

- A. Adopt Reimbursement Strategies
- B. Annual Audit

PUBLIC COMMENTS

None

ADJOURNMENT

There being no further business the meeting was adjourned at 12:28 p.m.

Respectfully submitted

Jamie Anderson
Town Clerk

**ANIMAL CARE JOINT POWERS AUTHORITY
STAFF REPORT**

To: JPA Board Members
From: Mark Nuaimi, Town Manager
Date: October 22, 2012
For JPA October 25, 2012
Meeting:
Subject: Replacement Animal Shelter
ACJPA Project No. 1
Recommendation to Board of Supervisors and Town Council
Town Construction Management/Specialized Inspections

Prior Board Review: The ACJPA approved the plan and specifications and authorized staff to advertise and receive bids at the meeting of August 2, 2012.

Recommendation: That the ACJPA Board:

1. Recommends that the Town Council and County Board of Supervisors review and approve the JPA's competitive bid process for the construction of the Animal Shelter, including, but not limited to the proposed consent to withdrawal of bid by R.C. Construction Services, Inc., based upon the findings further described below;
 - A. R.C. Construction Services Inc., made a clerical mistake establishing an incorrect bid amount for Metal Buildings;
 - B. R.C. Construction Services, Inc. gave the ACJPA written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, and specified in the letter in detail how the clerical mistake occurred by failure to include an additional \$400,000 in metal building costs.
 - C. The clerical mistake made by R.C. Construction Services, Inc. is materially different than R.C. Construction Services, Inc. intended by the failure to include \$400,000 in Metal Buildings costs that were not included in the bid item due to the clerical mistake;
 - D. The clerical mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications

Reviewed By: _____ _____ _____ SRS
 Town Manager Town Attorney Mgmt Services Dept Head

Department Report ___ Ordinance Action ___ Resolution Action ___ Public Hearing
___ Consent ___ Minute Action ___ Receive and File ___ Study Session

2. Recommends that the Town Council and the County Board of Supervisors approve the JPA's proposed award of the "Base Bid" construction contract to Facility Builders and Erectors, Inc., in the amount of \$2,849,400.00, and the "Bid Alternate B" construction contract in the amount of \$31,800.00; and
3. Recommends that the Town Council and the County Board of Supervisors approve the JPA's proposed authorization of a Construction Contingency in the amount of \$391,294 (14% of construction costs); and
4. Recommends that the Town Council and the County Board of Supervisors accept the Town proposal for Construction Management and Specialized Inspection Services; and
5. Recommends that the Town Council and the County Board of Supervisors approve the JPA's proposal that unused Construction Contingency be budgeted against one-time start-up costs for the replacement animal shelter. Such expenditure will be brought to the JPA Board for prior approval.

Executive Summary: The Animal Control Joint Powers Authority (ACJPA) proposes to develop a replacement animal shelter on a five acre parcel located directly to the south of the existing Yucca Valley Animal Shelter. The replacement animal shelter will serve both the incorporated areas of the Town of Yucca Valley ("Town"), as well as, the unincorporated areas of the County of San Bernardino. The facility will include three, new single story buildings of approximately 7,241 enclosed square feet along with 5,655 square feet of covered animal enclosures. Parking areas will be constructed to accommodate parking for staff, public and shelter vehicles. Other pathways and service roads will be created to facilitate reliable and safe access. Landscaping and lighting will be developed throughout the project area, including the parking area. Lighting for the animal shelter will be developed to Town's standards. The property where the new animal shelter will be built is vacant.

Order of Procedure:

- Request Staff Report
- Request Public Comment
- JPA Board Discussion/Questions of Staff
- Motion/Second
- Discussion on Motion
- Call the Question (Roll Call Vote, Consent Agenda)

Discussion: On September 18, 2012, staff received 8 bids for ACJPA Project No.1 as follows:

Bidder	Base Bid	Bid Alternate A	Bid Alternate B	Total
R.C. Construction Services, Inc.*	\$2,769,000.00	\$46,352.00	\$10,737.45	\$2,826,089.00
Facility Builders and Erectors, Inc.	\$2,849,400.00	\$38,665.00	\$31,800.00	\$2,919,865.00
Hamel Contracting	\$2,880,506.00	\$63,756.00	\$11,000.00	\$2,955,262.00
Dalke and Sons Construction	\$2,959,729.00	\$17,500.00	\$12,000.00	\$2,971,731.00
Avi-Con, Inc.	\$3,147,034.00	\$47,000.00	\$37,000.00	\$3,231,034.00
RDP/SCI, Inc.	\$3,207,905.00	\$44,440.00	\$48,884.00	\$3,301,229.00
Doug Wall Construction, Inc.	\$3,494,142.00	\$52,578.00	\$41,147.00	\$3,587,867.00
Harbor Construction	\$3,638,000.00	\$38,000.00	\$44,000.00	\$3,720,000.00

*Bid Withdrawn

The apparent low bidder at the time of bid opening, R.C. Construction Services, Inc. submitted a letter to the JPA officially withdrawing their bid. The letter states that a clerical error in bid item #51, Metal Buildings, occurred when the clerk entered \$46,200.00 instead of \$463,295.00. The letter was submitted to the JPA within the mandatory 5 day period following bid opening. As such, upon consent by the JPA Board, R.C. Construction Services', Inc., bid will be formally withdrawn from consideration.

The Base Bid for the project involves site grading, installation of prefabricated metal buildings, utilities, parking lot, electrical, site construction, landscaping, and irrigation. Alternate Bid A for the project involves the installation of an artificial turf in the "get acquainted" area. Alternate Bid B for the project involves the installation of heating pipes in the concrete floors of the kennels.

Upon consent by the JPA Board, R.C. Construction Services', Inc., bid will be formally withdrawn from consideration and the lowest responsible bidder will be Facility Builders and Erectors, Inc. of Anaheim, California, with a Base bid of \$2,849,400. The following additive alternates were bid with the project.

Additive Alternate A:	Artificial Turf:	\$38,665.00
Additive Alternate B:	Heating Pipes:	\$31,800.00

Staff has reviewed all 8 bid packages, and confirmed that Facility Builders and Erectors, Inc. is a responsible and responsive bidder. If the JPA's competitive process is approved by the Town Council and the County Board of Supervisors, and a construction contract is ultimately awarded by the ACJPA, construction is anticipated to begin in January 2013, and be substantially complete by October 2013.

Construction Management Activity: As one part of the Town's contributions to the project, the Town is proposing to provide construction management services. These costs have been included in the project cost estimates, and are established at 1% of construction costs, or slightly under \$29,000.

Under the Town's purchasing policies, the Town has received a proposal for the specialized inspection and testing services required for the project. The Town will facilitate the provision of these services as part of the construction management operations, and the costs related to the specialized inspection and testing services are included as part of the Town's contribution and are reflected in the total project cost estimate as well.

Fiscal impact: The Project Engineer's cost estimate for the project (base bid) was \$3,100,000.00, \$40,000.00 for alternate bid A (artificial turf), and \$40,000.00 for alternate bid B (heating pipes), without contingency.

Staff is recommending award of the Base Bid and Bid Alternate "B". Additionally, Town and County staff have compiled a complete list of project expenses, shown below. Based upon the recommended action, the total cost for the Replacement Shelter will be \$3,750,000 (including contingency).

The County and Town had previously agreed upon a total project cost of \$3.5 million. In order to award the construction contract, both the County Board of Supervisors and the Town Council will be required to increase the total project cost called out in the ACJPA Agreement from \$3.5 million to \$3.75 million.

- b. Attachment B - Joint Funding Agreement which will include the modified twenty year (20) contribution schedule. JPA will acknowledge the County's Auditor Controller will audit the project expenses and adjust total project cost accordingly to reflect any cost savings and actual contributions received by the Town. Final results of the audit will be reported to the governing bodies.
- c. Attachment C - Operational Agreement which will include the updated Operational Budget. This document will reflect that an operational contract will be developed within the next twelve months for the Town to operate the facility and costs to operate the facility are included in the attached budget.
- d. Attachment D - Joint Ownership Agreement: Town will need to transfer ownership acreage from the Town to the ACJPA prior to construction. Once construction is completed, the former shelter site will be transferred to Joint Ownership between the Town and County.

Facility start-up needs are being finalized. Currently, these costs are included in the first-year operating budget for the replacement shelter. Town and County staff are recommending that these be funded first from residual contingency funding should such funds be available. Any such funding utilized will reduce the associated line item included in the first year operational budget. Staff recommends that any expenditure of contingency funds for facility start-up costs be brought to the ACJPA board for review / approval.

Alternatives:

1. Reject all bids and authorize the ACJPA Clerk to re-advertise a reduced scope ACJPA Project No.1; or
2. Provide alternative direction to staff.

Attachments: R.C. Construction Bid Withdrawal Letter
Bidders Summary List
Facility Builders and Erectors, Inc. Bid Package



R. C. Construction Services, Inc.

Lic # 716719
2223 N. Locust Ave
Rialto, CA 92377

Telephone (909) 829-3688
Fax (909) 829-3696

September 19, 2012

Sent via email, fax & certified mail

Alex Qishta P.E
Town of Yucca Valley
Community Development Department
Engineering Division
58928 Business Center Dr.
Yucca Valley, CA 92284

Re: Notice of Bid Withdrawal – Animal Care Joint Powers Authority Yucca Valley Animal Shelter.

Dear Mr. Qishta:

After reviewing our proposal submitted on the Yucca Valley Animal Shelter for the Animal Care Joint Powers Authority prepared by the Town of Yucca Valley Community Development Department Engineering Division on September 18, 2012, it has come to our attention that a clerical error was made while computing our line items particularly the metals line item #51. Although R.C Construction will stand by all other combinations of our Base Bid, the mistake that was made to our bid is materially different than we intended it to be.

Specifically, line item #51 should have read \$463,295.00 including the pre-fabricated metal buildings however it was transcribed as \$46,200.00 on our Bid Form. This error was not due to an error in our judgment but clerical input made at the time of bid.

If you have any further questions pertaining to this issue please do not hesitate to call.

Sincerely,

Jason Hale
General Contracting Estimator
R.C. Construction Services, Inc.

C.C. // Bob Clapper, Marie Updegrove

TOWN OF YUCCA VALLEY
 BID OPENING LOG SHEET

BID OPENING DATE: September 18, 2012, 3:00 p.m.

PROJECT DESCRIPTION: Animal Shelter

BIDDER:	BID AMOUNT	BID BOND
1. <u>Core Wall Const</u>	<u>3,474,142</u>	<u>10 %</u>
2. <u>Facility Builders & Creators</u>	<u>2,849,400</u>	<u>10 %</u>
3. <u>Hamel Contractors, Inc.</u>	<u>2,880,506</u>	<u>10 %</u>
4. <u>RDP/Sci Inc.</u>	<u>3,207,905.47</u>	<u>10 %</u>
5. <u>Robert Clapp Const</u>	<u>2,769,000</u>	<u>10 %</u>
6. <u>Palke & Sons</u>	<u>2,959,779</u>	<u>10 %</u>
7. <u>Avi-con dev</u>	<u>3,147,034</u>	<u>10 %</u>
8. <u>Hansen Const</u>	<u>3,638,000</u>	<u>10 %</u>
9. _____	_____	_____
10. _____	_____	_____

CC: Town Clerk's Staff (1)
 Initiating Department (2)
 Town Manager (1)

Signed: [Signature]
 Dated: 9/18/2012

ANIMAL CARE JOINT POWERS AUTHORITY

PROPOSAL

FOR

**YUCCA VALLEY ANIMAL SHELTER
ACJPA PROJECT NO. 1**

CONTRACTOR'S PROPOSAL

FACILITY BUILDERS & ERECTORS, INC.
Company
3940 E. MIRALOMA AVENUE
Address
ANAHEIM, CA 92806
714-577-8060
Telephone Number
670072
State License Number

Animal Care Joint Powers Authority
In care of the Town of Yucca Valley
Office of the Town Clerk, Town Hall
57090 29 Palms Highway
Yucca Valley, CA 92284

Ladies and Gentlemen:

Pursuant to the Public Notice inviting bids or proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined plans, profiles, specifications, and other contract documents for ACJPA Project No. 1, Yucca Valley Animal Shelter and read the accompanying proposal requirement, and hereby proposes to furnish all materials and do all work required to complete the said work in accordance with said plans, profiles, specifications, and special provisions for the unit or lump sum price set forth in the Schedule of Work Items (Bidding Form).

Unless otherwise specified by the Contractor, the listing of an Item No. of Work shall be conclusive evidence that the subcontractor proposed to perform the Item of Work shall perform the entirety of the work for that Item No. of Work.

All persons or parties submitting a bid proposal on the project shall complete the following form setting forth the Item Number (as specified in the "Schedule of Work Items"), the name, location, and place of business of each subcontractor who will perform work or labor or render services to the prime Contractor in or about the construction of the work of improvements, 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 improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (1/2%) of the prime Contractor's total bid, or, if the bid is for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater.

It is noted that if a Contractor fails to specify a subcontract for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except by written consent of the awarding authority. The requirement of the submission of this list, the legal consequences for failure of the contractor to do so, and other particular details concerning the same shall be as set forth in the "Subletting and Subcontracting Fair Practices Act", California Public Contract Code (§ 4100, et seq.) to which the bidder is hereby referred.

CP-1

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop, or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
9-GRADING & CLEARING				
10-ASPHALT	HAITBRINK ASPHALT	CORONA, CA	A, C12	
12-17 SITE CONCRETE	MONTALVO CONCRETE	FONTANA, CA	C8	
18-25 SITE UTILITIES	NU-CAL PIPELINE KELLEY'S UNDER GROUND	RIVERSIDE, CA APPLE VALLEY CA		
26-44 LANDSCAPE	UNIQUE LANDSCAPE UNITED GLT	YUCCA VALLEY, CA YUCCA VALLEY		
46-48 FENCING	A & A FENCE	BANNING, CA	C13	
49 BLDG CONCRETE	TOTAL QUALITY CONSTRUCTION	BEAUMONT, CA	B, C8	

* All Subcontractors are required to obtain a Town of Yucca Valley Business License before a Notice to Proceed may be Issued.

The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) calendar days after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the ACJPA. If the ACJPA awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the ACJPA to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within Three Hundred (300) calendar days from specified starting date in the Notice to Proceed.

Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop, or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
50 MASONRY	RH MASONRY	ANAHEIM, CA	C29	
51 METAL	FACILITY BUILDERS & ERECTORS, INC.	ANAHEIM, CA	A,B,C51	
52-53 PLASTIC LAMINATE	QUALITY FIRST WOODWORK F AND R INTERIOR WOOD WORKS, SANDIMAS	ANAHEIM, CA	C6	
60-64 GLASS	ACTIVE GLASS- E AND R GLASS	LOS ANGELES, CA MONTECLAIR, CA	C17	
68 FRAMING DRYWALL	GKJ, INC.	ANAHEIM, CA	B	
67 STUCCO	TRIPLE H PLASTERING	ONTARIO, CA	C35	

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Item No. of Work	Name of Firm or Contractor	Location of Mill, Shop, or Office	Contractor Classification (if applicable)	Town of Yucca Valley Business License No. *
68-T-BAR	SG&J, INC. CG ACOUSTICS	ANAHEIM, CA CANYON LAKE, CA	B COW	
69-70 FLOORING	DEL'S FLOORING	PALM DESERT, CA	C15	
72-73 PAINTING	INDUSTRIAL COATING J KEL PAINTING	ETIWANDA, CA CORONA CA	C33 COW	
81-83 HVAC	FRANKLIN MECHANICAL	BEAUMOUNT, CA	C20	
84-85 PLUMBING	DIAMOND VALLEY PLUMBING	HEMET, CA	C36	
86-90 ELECTRICAL	GROUNDS-ELECTRIC DAVE WILLIAMS	RIVERSIDE, CA LA QUINTA CA	C18 COW	

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The undersigned further agrees that in case of default in executing the required contract with necessary bonds within ten (10) calendar days after the notice of award of contract has been mailed, the proceeds of the check or bond accompanying his bid shall become the property of the ACJPA. If the ACJPA awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the ACJPA to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. The undersigned further agrees to complete the work within Three Hundred (300) calendar days from specified starting date in the Notice to Proceed.

BIDDING FORM

Yucca Valley Animal Shelter

Name of Bidder: FACILITY BUILDERS & ERECTORS, INC.

The undersigned, having examined the proposed Contracts and having visited the site and examined the conditions affecting the work, hereby and agrees to furnish all labor, materials, equipment, and appliances, and perform operations necessary to complete the work as required by said proposed Contract Documents, excluding work of alternates for.

BID SCHEDULE OF WORK ITEMS

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
	GENERAL				
1	General Overhead and Mobilization and Demobilization	1	LS	80,000	80,000
2	Traffic Control and Safety	1	LS	10,000	10,000
3	Potholing	1	LS	2,500	2,500
4	Clearing and Grubbing	1	LS	11,000	11,000
5	Stormwater Pollution Prevention/Erosion Control	1	LS	15,000	15,000
6	Construction Survey	1	LS	8,000	8,000
7	Pavement Markers, Markings, Legends, Striping and Signage's	1	LS	3,500	3,500
8	Construction Sign	2	EA	700	1,400
	GRADING IMPROVEMENTS				
9	Grading	1	LS	55,000	55,000
10	3" A.C. over 95% min. compacted subgrade	550	Ton	115.00	63,250
11	Furnish and Install Decomposed Granite	8500	SF	6.50 6.50	55,250
12	Construct Commercial Driveway	3	EA	1,500	4,500
13	Construct 6" P.C.C. Curb	250	LF	20.	5,000
14	Construct 6" P.C.C. Curb and 18" Gutter	300	LF	30	9,000
15	Construct P.C.C. Walk	5000	SF	8	40,000
16	Construct P.C.C. Sidewalk	5000	SF	10	50,000

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
17	Construct ADA Access Ramp	2	EA	1,000	2,000
18	Furnish and Install 4' SDR-35 PVC Drain Pipe	400	LF	18	7,200
19	Furnish and Install 12"x12" Drain Box with Grate	6	EA	800	4,800
20	Furnish and Install Septic Tank System with Leach Lines	1	LS	50,000	50,000
21	Construct Retention Basin	1	LS	5,000	5,000
22	Furnish and Install 6" Class 150 C900 PVC Fire Line	600	LF	30	18,000
23	Furnish and Install 6" Fire Hydrant Assembly	2	EA	6,000	12,000
24	Furnish and Install 2" Domestic Water Backflow Preventer	2	EA	2,500	5,000
25	Furnish and Install Double Check Valve Assembly	1	EA	9,000	9,000
IRRIGATION AND PLANTING					
26	Furnish and Install Irrigation Controller with Enclosure	1	LS	11,000	11,000
27	Construct Concrete Walk	1300	SF	5.0	6,500
28	Construct Concrete Dry Stream Bed	1	LS	20,000	20,000
29	Furnish and Install Sodded Turf	4000	SF	4.50	18,000
30	Furnish and Install Irrigation	1	LS	33,000	33,000
31	Furnish and Install 24" Box - Thornless Palo Verde	3	EA	600	1,800
32	Furnish and Install 24" Box - Grape Myrtle	3	EA	600	1,800
33	Furnish and Install 24" Box - Afghan Pine	7	EA	600	4,200
34	Furnish and Install 24" Box - Thornless Honey Mesquite	3	EA	600	1,800
35	Furnish and Install 5 Gallon - Grey Desert Spoon	15	EA	100	1,500
36	Furnish and Install 5 Gallon - Gold Coast Juniper	6	EA	100	600
37	Furnish and Install 5 Gallon - Spanish Lavender	2	EA	100	200
38	Furnish and Install 5 Gallon - Texas Needle Grass	7	EA	100	700

ITEM NO.	DESCRIPTION		QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
39	Furnish and Install 5 Gallon – Texas Sage		8	EA	100	800
40	Furnish and Install 5 Gallon – Scarlet Bugler		8	EA	100	800
41	Furnish and Install 5 Gallon – Sugar Bush		41	EA	100	4,100
42	Furnish and Install Bench		3	EA	1,000	3,000
43	Furnish and Install Trash Receptacle		2	EA	750	1,500
44	Relocate Existing Native Tree		60	EA	400	24,000
GENERAL REQUIREMENTS						
45	01000	General Conditions to the Contract Documents	1	LS	150,000	150,000
DIVISION 2 - SITE CONSTRUCTION <i>Description: The items in this category include, but are not limited to site grading, utilities and hardscape, as identified in the Contract Documents</i>						
46	02821	Furnish and Install Chain Link Gates & Fences	1	LS	151,000	151,000
47	02827	Furnish and Install Gate Openers	1	LS	30,000	30,000
48		Furnish and Install Plastic Fence and Gates-	1	LS	35,000	35,000
DIVISION 3 - CONCRETE WORK <i>Description: The items in this category include, but are not limited to the concrete work, and all related accessories for the trash enclosure, building foundations and slab as identified in the Contract Documents</i>						
49		Furnish and Install All concrete work shown in the Construction Documents and Specified.	1	LS	150,000	150,000
DIVISION 4 - MASONRY WORK <i>Description: The items in this category include, but are not limited to the masonry work, and all related accessories as identified in the Contract Documents</i>						
50		Furnish and Install All masonry work shown in the contract documents and specified	1	LS	60,000	60,000
DIVISION 5 - METALS <i>Description: The items in this category include, but are not limited to the building structural steel, building framing, trash enclosure gates, building canopies, sunshades, pre-engineered metal building components (including metal roofing), down-spouts, and related accessories as identified in the Contract Documents</i>						
51		Furnish and Install All metal work shown in the contract documents and specified	1	LS	40,000	40,000
DIVISION 6 - WOOD AND PLASTICS <i>Description: The items in this category include, but are not limited to the casework, door and frames installation as identified in the Contract Documents.</i>						
52		Furnish and Install Plastic laminate casework	1	LS	45,000	45,000
53		Furnish and Install All other wood and plastic work shown in the contract documents and specified	1	LS	1,000	1,000

CP-5

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	
DIVISION 7 - THERMAL AND MOISTURE PROTECTION						
<i>Description: The items in this category include, but are not limited to the thermal and sound installation, sheet metal flashing and trim, sealants, fire-stopping, water and vapor retarders as identified in the Contract Documents</i>						
54	07200 07205	Furnish and Install Thermal and acoustical insulation	1	LS	8,800	8,800
55	07620	Furnish and Install Sheet metal flashing and trims	1	LS	7,500	7,500
56		Furnish and Install All other thermal and moisture protection work shown in the contract documents and specified	1	LS	1,000	1,000
DIVISION 8 - DOORS & WINDOWS						
<i>Description: The items in this category include, but are not limited to the doors, windows and frames, entrances systems and hardware as identified in the Contract Documents</i>						
57	08110 08115	Furnish and Install Steel Doors and Frames	1	LS	17,000	17,000
58	08210	Furnish and Install Wood Doors	1	FALS	6,500	6,500
59	08310	Furnish and Install Access Panels	1	LS	1,000	1,000
60	08410	Furnish and Install Aluminum Entrance and Store Front (including glass)	1	LS	25,000	25,000
61	08460	Furnish and Install Aluminum Sliding Entrance Doors and Frames (including glass)	1	LS	18,000	18,000
62	08520	Furnish and Install Operable aluminum windows and frames- (including glass)	1	LS	19,000	19,000
63	08710	Furnish and Install Finish Hardware	1	LS	28,000	28,000
64	08800	Furnish and Install All other Glass and Glazing- Installed	1	LS	1,200	1,200
65		Furnish and Install All other door and window work shown in the contract documents and specified	1	LS	750	750
DIVISION 9 - FINISHES						
<i>Description: The items in this category include, but are not limited to the building finishes as identified in the Contract Documents</i>						
66	09110 09260	Furnish and Install Non-Load Bearing Metal Studs, Gypsum Board Partitions and Ceilings- Installed	1	LS	280,000	280,000
67	09220	Furnish and Install Portland Cement Plaster	1	LS	95,000	95,000
68	09510	Furnish and Install Acoustical Suspension Systems (including Lay-in Acoustical Ceiling Panels)-	1	LS	20,000	20,000
69	09650 09678	Furnish and Install Resilient Floorings & Top Set Base	1	LS	15,000	15,000
70	09685	Furnish and Install Sheet Carpet	1	LS	4,000	4,000
71	09840	Furnish and Install Acoustical Panels and Baffles - (Kennel Buildings)	1	LS	10,000	10,000
72	09900	Furnish and Install Painting	1	LS	90,000	90,000

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
73	Furnish and Install All other finishes work shown in the contract documents and specified	1	LS	6,000	6,000
DIVISION 10 - SPECIALTIES <i>Description: The Items in this category include, but are not limited to the dog kennels, restroom accessories, lockers and signage and other work as identified in the Contract Documents</i>					
74	10505 Furnish and Install Metal Lockers	1	LS	2,000	2,000
75	10600 Furnish and Install Built-in Dog Kennel Systems & Gullotine Door (including all chain link gates and fencing systems)	1	LS	30,000	30,000
76	Furnish and Install Exterior & Interior Signage	1	LS	7,000	7,000
77	Furnish and Install All other specialties work shown in the contract documents and specified	1	LS	4,000	4,000
DIVISION 11 - EQUIPMENT <i>Description: The Items in this category include, but are not limited to the supply and installation of mechanical systems as identified in the Contract Documents</i>					
78	Furnish and Install Kitchen Equipment	1	LS	1,500	1,500
79	Furnish and Install Freezer	1	LS	20,000	20,000
80	Furnish and Install All other equipment shown in the contract documents and specified	1	LS	500	500
DIVISION 15 - MECHANICAL <i>Description: The Items in this category include, but are not limited to the supply and installation of mechanical systems as identified in the Contract Documents</i>					
81	Furnish & Install Mechanical Units, condensing units, exhaust fans and other items (including seismic bracing, plumbing lines, etc.)	1	LS	125,000	125,000
82	Furnish and Install mechanical ductwork and accessories	1	LS	25,000	25,000
83	Furnish and Install All other mechanical equipment work shown in the construction documents and specified	1	LS	10,000	10,000
DIVISION 15 - PLUMBING <i>Description: The Items in this category include, but are not limited to the supply and installation of plumbing systems as identified in the Contract Documents</i>					
84	Furnish and Install Automatic dog watering bowls	1	LS	16,000	16,000
85	Furnish and Installed All other plumbing work shown in the construction documents and specified	1	LS	204,000	204,000
DIVISION 16 - ELECTRICAL <i>Description: The Items in this category include, but are not limited to the supply and installation of electrical systems as identified in the Contract Documents</i>					
86	Furnish and Install Electrical Main Switchgear, Subpanels, Conduit & Conductors	1	LS	75,000	75,000

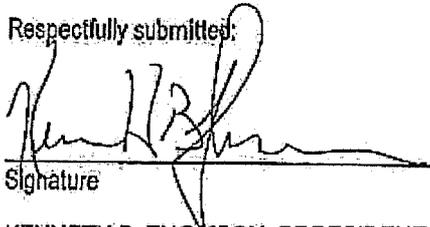
ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
87	Furnish and Install Site Lighting	1	LS	49,000	49,000
88	Furnish and Install Lighting & Switches Including Conduit & Conductors	1	LS	84,000	84,000
89	Furnish and Install Electrical Outlets, Telephone/Data Boxes, conduit & conductors etc.	1	LS	41,000	41,000
90	Furnish and Install All other electrical equipment shown in the construction documents and specified	1	LS	67,950	67,950
TOTAL BASE BID ITEMS 1-90 (In Figures)		2,849,400			
TOTAL BASE BID ITEMS 1-91 (In Words)		TWO MILLION EIGHT HUNDRED FORTY NINE THOUSAND FOUR HUNDRED			
PART A- ADDITIVE ALTERNATE BID ITEMS					
A-1	Furnish and install artificial turf systems per plans and details in "Get Acquainted" area of center courtyard	1	LS	\$N/A	38,665
TOTAL ADDITIVE ALTERNATE BID (PART A) Items A-1 (In Figures)		38,665.00			
TOTAL ADDITIVE ALTERNATE BID (PART A) Items A-1 (In Words)		THIRTY EIGHT THOUSAND SIX HUNDRED SIXTY FIVE			
TOTAL BASE BID + ADDITIVE BID A (In Figures)		2,888,065			
TOTAL BASE BID + ADDITIVE BID A (In Words)		TWO MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND SIXTY FIVE			
PART B- ADDITIVE ALTERNATE BID ITEMS					
B-1	Furnish and install in-slab piping systems for warming slab at dog kennel	1	LS	\$N/A	31,800
TOTAL ADDITIVE ALTERNATE BID (PART B) Items B-1 (In Figures)		31,800 11,039.00 ^{Qu}			
TOTAL ADDITIVE ALTERNATE BID (PART A) Items B-1 (In Words)		THIRTY ONE THOUSAND EIGHT HUNDRED ELEVEN THOUSAND THIRTY NINE ^{Qu}			
TOTAL BASE BID + ADDITIVE BID A + ADDITIVE B (In Figures)		2,919,865			

ITEM NO.	DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	SUBTOTAL
TOTAL BASE BID + ADDITIVE BID A + ADDITIVE B (In Words) TWO MILLION NINE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SIXTY FIVE DOLLARS					

NOTE:

1. Determination of the lowest bidder will be based upon the "TOTAL BASE BID" price indicated in the Bid Form/Bid Schedule of Work Items.
2. All amounts and totals given in the Bid Schedule of Work Items will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
3. The price bid shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 60 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is to be signed by the Contractor and attached herewith.
5. Unbalanced bids will be considered sufficient grounds for rejection of the entire bid. An unbalanced bid is defined as a bid containing lump sum or unit bid items, which do not reasonably reflect actual costs, plus reasonable share of the anticipated profits, overhead costs, and other indirect costs attributable to the performance of the work in question.
6. The quantities listed in the above Bid Form/Bid Schedule of Work Items are estimates shown for bid comparison only. Payment will be made at the Contract Unit Price for the actual quantities constructed. The ACJPA does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by ACJPA's authorized representative. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be his/her bid.
7. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contract.

Respectfully submitted:



Signature

KENNETH B. THOMSON, PRESIDENT

Title

670072

Contractor's License Number

3940 E. MIRALOMA AVENUE

Address

ANAHEIM, CA 92806

Date 9/18/12

4/30/13

Date of Expiration

(Seal - if Bid Is by a Corporation)

Attest

10% OF BID AMOUNT

Amount of Certified Check or Bid Bond

CULBERTONSON BONDING

Name of Bonding Company

August 23, 2012

To: All Bidders - Animal Control Powers Authority, ACJP Project No-1, Yucca Valley Animal Shelter

From: Alex Qishta, Project Engineer

Subject: Addendum No. 1

Addendum No. 1 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 1 and include it in your bid.

Animal Control Joints Power Authority


Alex Qishta, P.E.
Project Engineer

Planning
(760) 369-6575
Public Works
(760) 369-6579
Building and Safety
(760) 365-0009
Code Compliance
(760) 369-6575
Engineering
(760) 369-6575
Animal Control
(760) 369-7207
FAX (760) 228-0081



The Town of
Yucca Valley

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

ADDENDUM NO. 1

TO THE
BID DOCUMENTS
FOR

ACJPA Project No-1

YUCCA VALLEY ANIMAL SHELTER

To: ALL BID DOCUMENT HOLDERS

The bid documents for this bid have been amended as follows:

1. Page SP-1, Section 1.2 SIMILAR EXPERIENCE revised to read

"Similar Experience is defined as in the previous six (6) years; Contractor has been awarded and completed at least one private or public works project, as General Contractor, involving pre-engineered steel building components of the size, complexity, and schedule as contemplated in this project. The size is between \$2,000,000.00 or larger in construction contract amount and involving concrete, masonry and steel structural components in combination with energy efficient environmental systems. Contractor may be asked to submit, before award of contract, client references and documented record of completing a similar project on schedule and within budget parameters given normal adjustments in both time and cost during the construction phase."

2. Page SP-5, Section 6.0 COMMENCEMENT OF WORK AND TIME OF COMPLETION revised to read

"The Contractor shall begin work within ten (10) working days after the date of the Notice to Proceed, and shall diligently prosecute the same to completion by three hundred (300) calendar days after date in said Notice. All construction equipment shall be removed from the site prior to the final completion date."

3. Page SP-6, Section 10 CONSTRUCTION SCHEDULE revised to read

"The provisions of Section 6-1 "Construction Schedule and Commencement of Work" of the Standard Specifications shall apply, except as modified below:

6-1 Construction Schedule and Commencement of Work [Replace the second sentence of the second paragraph]:

The work shall start within 10 calendar days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

6-2 Construction Schedule and Commencement of Work [Add the following]:

The Contractor shall submit a construction schedule prior to the issuance of the Notice to Proceed, and shall update the schedule weekly as the work progresses. The construction schedule shall clearly indicate meeting the 300 calendar day construction period following the date in the Notice to Proceed. Contractor shall also conduct weekly construction progress meetings at the job site or at the owners' construction office. The progress meeting shall be conducted to the level of detail necessary to address all issues and work elements that affect the construction schedule, impact to the public, and project costs, including potential claims and whatever work elements deemed necessary by the owner."

4. A non-mandatory job walk will take place on Monday September 4, 2012 at 9:00 am at the job site, all questions and concerns will be answered at that time.
5. The bid opening day is September 18, 2012 at 3:00 pm at the Town of Yucca Valley Town Clerk Office.

Animal Care Joint Powers Authority

Alex Qishta

Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 1

[Handwritten Signature]
Signature of Bidder

September 10, 2012

To: All Bidders - Animal Control Powers Authority, ACJP Project No-1, Yucca Valley Animal Shelter

From: Alex Qishta, Project Engineer

Subject: Addendum No. 2

Addendum No. 2 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 2 and include it in your bid.

Animal Control Joints Power Authority



Alex Qishta, P.E.
Project Engineer

Planning
(760) 369-6575
Public Works
(760) 369-6579
Building and Safety
(760) 365-0099
Code Compliance
(760) 369-6575
Engineering
(760) 369-6575
Animal Control
(760) 365-1807
Animal Shelter
(760) 365-3111
FAX (760) 228-0084



The Town of
Yucca Valley

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

ADDENDUM NO. 2

TO THE
BID DOCUMENTS
FOR

ACJPA Project No.1

YUCCA VALLEY ANIMAL SHELTER

To: ALL BID DOCUMENT HOLDERS

The bid documents for this bid have been amended as follows:

BIDDING DOCUMENTS

Item No. 1: Contract Documents ACJPA PROJECT NO. 1 – TABLE OF CONTENTS

REVISE to read
Appendix 'E'
Fault Evaluation Report

ADD the following
Appendix 'H'
Geotechnical Report

Item No. 2: Contract Documents ACJPA PROJECT NO. 1 – APPENDIX 'G' GEOTECHNICAL REPORT

ADD attached Appendix 'G' Geotechnical Report

Item No.3: Contract Documents ACJPA PROJECT NO. 1 – AGREEMENT FOR CONTRACT SERVICES

Exhibit "B" CLARIFICATON

Builders Risk Insurance, and all other insurance required shall be furnished by the Contractor. Earthquake and flood insurance are not required.

Item No.4: Contract Documents ACJPA PROJECT NO. 1 - TABLE OF CONTENTS (For Specifications)

DELETE the following

Section 01020 Contract Considerations
Section 02225 Site Demolition

Item No. 5: Contract Documents ACJPA PROJECT NO. 1 – SPECIAL PROVISIONS

Page SP-3 & SP-4, 4.0 PERMITS AND LICENSES,

ADD the following:

4.9 Fees related to the County of San Bernardino Fire Department required as part of Condition of approval F-4 as shown on drawing Sheet A0.4 shall be paid for by the Town.

Item No. 6: Contract Documents ACJPA PROJECT NO. 1 – SPECIAL PROVISIONS

Page SP-28, BID ITEM 11: FURNISH AND INSTALL DECOMPOSED GRANITE,

REVISE first sentence to read

Contractor shall furnish and install a 2 inch (compacted thickness) layer of Decomposed Granite as shown on the plans.

Item No. 7: Contract Documents ACJPA PROJECT NO. 1 – GENERAL PROVISIONS

Page GP-4 **ADD** the following:

2-3.2 Self Performance: The Contractor shall perform, with its own organization, Contract work amounting to at least 5% of the contract price.

Item No. 8: Contract Documents ACJPA PROJECT NO. 1 – GENERAL PROVISIONS

Page GP-3 **AMEND** the following:

2-1.2 Award of Contract: The award of the contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within ninety (90) calendar days after the opening of the proposals.

SPECIFICATIONS

ITEM NO. 9: Contract Documents ACJPA PROJECT NO. 1 – DIVISION 1 THROUGH DIVISION 16, ALL SECTIONS

Paragraph 1.01 SUMMARY – **REVISE** part A, to read

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Provisions, Special Provisions and Division I.

ITEM NO. 10: Contract Documents ACJPA PROJECT NO. 1 – SECTION 11405 PRE-FABRICATED WALK-IN FREEZER

DELETE Section 11405 in its entirety and replaced with attached Specification Section 11405 Pre-fabricated Walk-In Freezer.

ITEM NO. 11: Contract Documents ACJPA PROJECT NO. 1 – SECTION 05125 PRE-ENGINEERED METAL BUILDING

Paragraph 2.03 ROOFING & SIDING – *REVISE* part A.1 to read

A. Roofing Wall Covering:

1. Roof Panels: 24 ga, Standing Seam Roofing Panels #SS-24 by CBC Steel Buildings or approved equal, BASF Kynar (custom color) panels to provide 24" coverage with 3" high seams. Provide Lascolite, translucent fiberglass reinforced plastic panels in profile to coordinate with standing seam roofing at locations in kennel buildings as shown on architectural roof plans Sheet A2.2 & A3.2 Roof Plan & Reflected Ceiling Plan.

ITEM NO. 12: Contract Documents ACJPA PROJECT NO. 1 – SECTION 05125 PRE-ENGINEERED METAL BUILDING

Paragraph 2.03 ROOFING & SIDING – *REVISE* part A.2 to read

2. Wall panels at Admin. Bldg #1:

- a. 24 ga. Reversed HR-36 Wall Panels by AEP Span, horizontal installation, DuraTech 5000 custom color as shown on Exterior Elevations (matching color screws along with closures). Includes any required wall supports.
- b. 22 ga Prestige Series Wall Panels with 2" reveal by AEP Span, vertical installation, DuraTech 5000 standard color: Colonial Red

ITEM NO. 13: Contract Documents ACJPA PROJECT NO. 1 – SECTION 07200 THERMAL INSULATION

Entire Section – *DELETE* all references to roof insulation and refer to new, attached Specification Section 07201 PRE-ENGINEERED METAL BUILDING ROOF INSULATION for all materials and work associated with roof insulation in all buildings.

ITEM NO. 14: Contract Documents ACJPA PROJECT NO. 1 - SECTION 07201 PRE-ENGINEERED METAL BUILDING ROOF INSULATION

ADD attached Section 07201 in its entirety to the technical specification.

ITEM NO. 15: Contract Documents ACJPA PROJECT NO. 1 - SECTION 09840 ACOUSTICAL PANELS

ADD attached Section 09840 in its entirety to the technical specification.

ITEM NO. 16: Contract Documents ACJPA PROJECT NO. 1 - SECTION 09841 ACOUSTICAL BAFFLES

ADD attached Section 09841 in its entirety to the technical specification.

ITEM NO. 17: Contract Documents ACJPA PROJECT NO. 1 - SECTION 09900 PAINTING

ADD the following **CLARIFICATION**: "Structural steel shall be primed per specification. All exposed structural steel shall receive (in addition to the prime coat(s)) High-Performance Coatings per specification.

DRAWINGS

ITEM NO. 18: Contract Documents ACJPA PROJECT NO. 1 - SHEET 2 of 5 GRADING, DRAINAGE & SEWER PLANS -

Construction Notes 1, 2 & 7 - *ADD* the following to each note
"Provide redwood header at AC and DG conditions where no concrete curb occurs per architectural detail 19/A0.3"

ITEM NO. 19: Contract Documents ACJPA PROJECT NO. 1 - SHEET A1.2 BUILDING 1, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

REVISE color call out for Prestige Panels to be DuraTech 5000, Standard Color: Colonial Red by AEP
Span.

ITEM NO. 20: Contract Documents ACJPA PROJECT NO. 1 - SHEET A2.1 BUILDING 2 FLOOR PLAN, SLAB EDGE, SLOPE, CURB EDGE & SHEET A3.1 BUILDING 3 FLOOR PLAN, SLAB EDGE, SLOPE, CURB EDGE

Floor Plan: **CLARIFICATION** – Metal stud framing not shown on floor plan for clarity. See Wall Legend, Wall Sections and Details for all information.

ITEM NO. 21: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A2.3 BUILDING 2, & A3.3 BUILDING 3, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

Keynotes #9.18 – **REVISE** the following to the note
“2'-0” high x length as shown on drawings fabric wrapped acoustical panels – see Specification Section 09840 for more information.”

Keynotes #9.19 – **REVISE** the following to the note
“2'-0” high x length as shown on drawings suspended acoustical baffles – see Specification Section 09841 for more information.”

ITEM NO. 22: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A3.3 BUILDING 3, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

Detail 2 KEYNOTES: **CLARIFICATION** – Refer to typical keynotes on Sheet A2.3 for Building Sections.

ITEM NO. 23: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A3.3 BUILDING 3, BUILDING SECTIONS, EXTERIOR ELEVATIONS -

Detail 7 & 8 EXTERIOR ELEVATIONS: **REVISE** title to read “BUILDING 3 – EXTERIOR ELEVATIONS”

ITEM NO. 24: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A5.2 DETAILS -

Detail 18 & 19: **ADD** attached Detail 18 “Gate Plan” and Detail 19 “Gate Elevation” to Sheet A5.2.

ITEM NO. 25: Contract Documents ACJPA PROJECT NO. 1 – SHEETS A0.3 SITE DETAILS -

Detail 9: **ADD** Detail 9 “Parking Lot Light Fixture Standard” to Sheet A0.3 per attached drawing AD2-2

ITEM NO. 26: Contract Documents ACJPA PROJECT NO. 1 - SHEETS S1, S2 & S3 BUILDING #1, #2 & #3 GROUND AND FOUNDATION PLAN -

ADD the following note: "Provide 2" of sand under slab. Sandwich vapor retarder between the 2" of sand."

ITEM NO. 27: Contract Documents ACJPA PROJECT NO. 1 - SHEET A1.7 INTERIOR ELEVATIONS - (ALSO REFERENCE SHEET A1.3, DETAIL 14) -

Detail 7 - Shower 120 - Keynote 10.16:

REVISE to read "Freedom ADA One Piece Fiberglass Shower Unit 63" x 38 1/2", Model No. APFQ6437BF75 by Accessibility Professionals. Provide floor leveler over concrete slab to float floor up to shower threshold to provide ADA compliant 1/2" max. threshold transition."

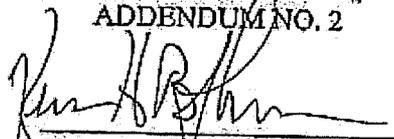
ITEM NO. 28: Last day for Request for Information, RFI's is September 10, 2012.

END OF ADDENDUM 02.

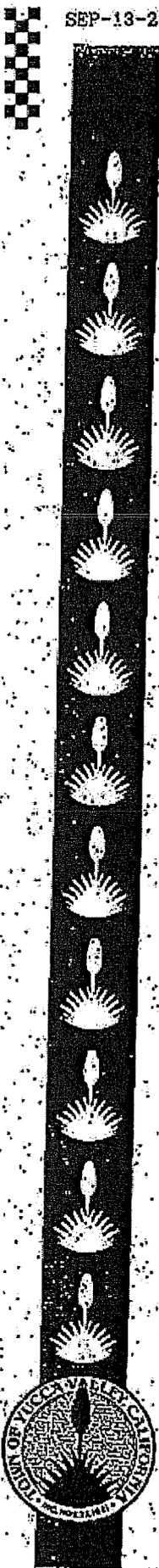
Animal Care Joint Powers Authority

Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 2



Signature of Bidder



September 13, 2012

To: All Bidders - Animal Control Powers Authority, ACJP Project No-1, Yucca Valley Animal Shelter

From: Alex Qishta, Project Engineer

Subject: Addendum No. 3

Addendum No. 3 is attached. Please sign the attached letter acknowledging receipt of Addendum No. 3 and include it in your bid.

Animal Control Joints Power Authority

Alex Qishta

Alex Qishta, P.E.
Project Engineer



The Town of
Yucca Valley

COMMUNITY DEVELOPMENT/PUBLIC WORKS DEPARTMENT
58928 Business Center Dr.
Yucca Valley, California 92284

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Animal Control
(760) 365-1807
Animal Shelter
(760) 365-3111
FAX (760) 228-0084

ADDENDUM NO. 3

TO THE
BID DOCUMENTS
FOR

ACJPA Project No.1

YUCCA VALLEY ANIMAL SHELTER

To: ALL BID DOCUMENT HOLDERS

The bid documents for this bid have been amended-as follows:

SPECIFICATIONS

ITEM NO. 1: Contract Documents ACJPA PROJECT NO. 1 - SECTION 09220 PORTLAND CEMENT PLASTER

DELETE in its entirety and *REPLACE* with attached Specification Section 09220 Portland Cement Plaster.

DRAWINGS

ITEM NO. 2: Contract Documents ACJPA PROJECT NO. 1 - SHEET 2 of 5 GRADING, DRAINAGE AND SEWER PLANS -

ADD the following general note: Contractor shall demolish and dispose of existing concrete slab. Slab dimensions are approximately 18' x 27'.

ITEM NO. 3: Contract Documents ACJPA PROJECT NO. 1 - SHEET A5.1 DETAILS -

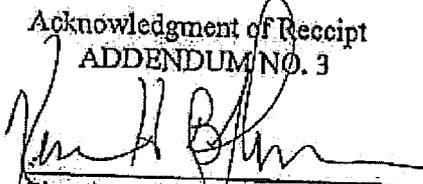
Detail 16: *REVISE* call out for veneer plaster to include the following - "Provide Diamond Finish Veneer Finish System by USG over Imperial Veneer Basecoat Plaster by USG over 5/8" Imperial Gypsum Board Sheathing. Provide smooth finish. Full installation shall be per manufacturer's recommendations."

END OF ADDENDUM 03.

Animal Care Joint Powers Authority

Alex Qishta, P.E.
Project Engineer

Acknowledgment of Receipt
ADDENDUM NO. 3



Signature of Bidder

North American Specialty Insurance Company

Bond #12-B
Premium Nil

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Facility Builders & Erectors, Inc.

3940 E. Miraloma Avenue
of Anaheim, CA 92806, as Principal, and North American Specialty Insurance Company, of Manchester, New Hampshire, as Surety, a New Hampshire corporation duly licensed to do business in the State of California are held and firmly bound unto Animal Care Joint Powers Authority as Obligee, in the penal sum of ten percent of amount bid Dollars (\$ 10%), for the payment of which the Principal and the Surety bind themselves, their 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, or is about to submit, a proposal or a bid to the Obligee on a contract for Yucca Valley Animal Shelter, ACJPA Project No. 1

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or, if no period be specified, within ten (10) days after the notice of such award into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT OF THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SIGNED, SEALED AND DATED this 11th day of September, 2012

Facility Builders & Erectors, Inc.

By: [Signature]
Principal

North American Specialty Insurance Company

By: [Signature]
Attorney-in-Fact

Richard A. Coon

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 9-11-12

Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard A. Coon

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DAVID L. CULBERTSON, CHARLES L. FLAKE, RICHARD A. COON, and LEXIE SHERWOOD

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



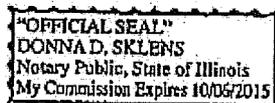
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 20th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 20th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of September, 2012.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

State of California)
County of Orange)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

on September 18, 2012 before me, Susan Thomson, Notary,
(here insert name and title of the officer)

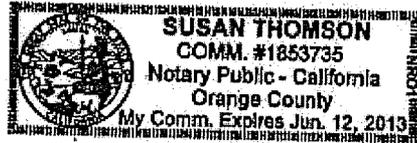
personally appeared Kenneth B. Thomson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Susan Thomson



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Yucca Valley Bid Bond containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	