

SECTION 00300

BID FORM

Project Identification: MCC Replacement
(If applicable, also indicate Contract designation for the portion of Project for which Bid is submitted).

This Bid is Submitted To: Twain Harte Community Services District
PO Box 646 Twain Harte CA 9538
(Name and Address of Owner)

The Engineer is:
Kennedy/Jenks Consultants, Inc.
(Name)
2882 Prospect Park Dr. Suite 240, Rancho Cordova CA 95670
(Address)
916-858-2700
(Phone Number)

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents.

- (b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

- (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (d) Bidder has read and accepts the provisions in General Conditions paragraphs 3.3 through 3.5 which limit the extent to which the Contractor may rely on information provided by the Owner or the Design Engineer with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.
- (e) Bidder has read and accepts the provisions in General Conditions paragraphs 3.6 and 3.8 identifying the Contractor's responsibility: a) for using care in making excavations and in doing demolition, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.
- (f) Bidder has read and accepts the provisions in General Conditions paragraph 3.7 which identifies the limited conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.
- (g) Bidder has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders and it has made any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid.
- Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the Contract Documents and Bidder has read and understands provisions in the General Conditions relevant to differing and unknown conditions.
- (h) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (i) Bidder has read, studied and understands the entire set of Bidding Documents including the Construction Drawings, Specifications and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.
- (j) Bidder represents that its Bid is based on providing all of the material, labor, equipment and services necessary to complete the Work in full compliance with the Contract Documents without exception.

Article 4

Requirements for California Public Works Contracts.

- (a) **DECLARATION OF LICENSE STATUS.** The Bidder declares that it possesses a valid State of California Class A - General Engineering OR Class C -10 Electrical Contractor's license at the time of submitting this Bid.

Bidder shall state its license number, classification and expiration date on its Bid Form.

- (b) **PREVAILING WAGE RATES.** The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, by the statutes and regulations applicable thereto.
- (c) **NONCOLLUSION AFFIDAVIT.** In accordance with Public Contract Code Section 7106, Bidders are required to execute and submit with their Bid Document Number 00480 "Noncollusion Affidavit."
- (d) **USE OF BID DEPOSITORIES.** The Bidder declares that it has not used subcontractors' bids from a bid depository that in any way attempts to restrict, control, influence or regulate free open price competition among subcontractors in the submission of their bids to prime Bidders.
- (e) **SECURITY FOR COMPENSATION CERTIFICATE.** Bidders are required to execute and submit with their Bid Document Number 00414 "Security for Compensation Certificate."

Article 5

Bidder will complete the Work for the following lump sum price(s):

BASE BID (Add)

_____ (\$ _____)
 (use words) (figures)

[Prices quoted include specified cash allowances]

Acts of God Insurance

Add an endorsement to the Contractor's Property Insurance to provide full replacement cost coverage in the amount of the Contract Price plus modifications thereto for physical loss or damage due to "Acts of God" including earthquakes of a magnitude of Richter 3.5 and above and tidal waves.

Add: _____ (\$ _____)
 (words) (figures)

Article 6

- (a) Bidder agrees that the Work will be finally complete and ready for acceptance and final payment in accordance with Article 13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- (b) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Article 7

The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of _____
- (b) Security for Compensation Certificate
- (c) Bidder's References
- (d) Bidder's Qualifications
- (e) Subcontractor List
- (f) Noncollusion Affidavit

Article 8

Communications concerning this Bid shall be addressed to:

Tom Trott, PE
General Manager

At the following address:

PO Box 646
Twain Harte CA 95383

Telephone Number:

209-586-3172

Email Address:

ttrott@twainhartecsd.com

Article 9

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder declares that it does possess a contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: _____

License classification: _____

License expiration date: _____

SUBMITTED on _____, 20____.

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

(Signature)

Doing business as: _____

Business Address: _____

Telephone Number: _____

A Partnership

By: _____ (SEAL)
(Firm Name)

(General Partner Name)

(Signature)

(Title)

Business Address: _____

Telephone No.: _____

A Corporation

By: _____
(Corporation's Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Signature)

(Title)

Attest _____
(Secretary)

Business Address: _____

Telephone No.: _____

Home Office Address (if different from above): _____

A Joint Venture

By: _____
(Name)

(Signature)

Address: _____

Telephone Number: _____

By: _____
(Name)

(Signature)

Address: _____

Telephone No.: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

END OF BID FORM

SECTION 00410

BID SECURITY

1.1 Bid Security, made payable to the Twain Harte Community Services District, shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than ten percent (10%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department (www.fms.treas.gov/c570/index.html) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.

1.2 Bid Security shall remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.

1.3 The Bid Security of the successful Bidder will be retained until such Bidder has within fifteen (15) days of issuance of written notice of contract award;

- (a) Executed the contract agreement,
- (b) Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section.
- (c) Furnished certificates of insurance as described in the General Conditions, and

If the successful Bidder fails to deliver the executed documents described above within fifteen days after Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

1.4 The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the effective date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

1.5 Bid Security with Bids which are not competitive will be returned within seven days after the Bid.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto

as Owner in the penal sum of

dollars for the payment of which sum, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally firmly by these presents.

Signed and sealed, this _____ day of _____, 20____.

The Condition of the above obligation is such that where the Principal has submitted a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of

Project.

NOW, THEREFORE;

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of the Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and for the Payment of all persons performing labor and furnishing material in connection therewith, and provide certificates and policies of insurance as specified in the Bid documents and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first set forth above.

Principal (Seal)

By: _____

END OF BID BOND

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SECTION 00414

SECURITY FOR COMPENSATION CERTIFICATE
(To be submitted with Bid)
(Required by Section 1861, California Labor Code)

TO: _____
(Owner)

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

(Signature of Bidder)

(Type or Print Name)

(Title)

(Company)

(Business Address)

(Place of Residence)

END OF SECURITY FOR COMPENSATION CERTIFICATE

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SECTION 00416

BIDDER'S REFERENCES
(To be submitted with Bid)

Reference is hereby made to the following bank or banks about the financial responsibility of the Bidder:

<u>Name of Bank</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

Reference is hereby made to the following surety company or companies about the financial responsibility and general reliability of the Bidder:

Name of Surety Company _____

Name of Surety Company _____

Signature of Bidder _____

Title _____

Company _____

Address _____

END OF BIDDER'S REFERENCES

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SECTION 00420

BIDDER'S QUALIFICATIONS
(To be submitted with Bid)

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

<u>Year</u>	<u>Type of Work</u>	<u>Contract Amount</u>	<u>For Whom</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signed _____
(Same signature as on bid form)

END OF BIDDER'S QUALIFICATIONS

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SECTION 00430

SUBCONTRACTOR LIST
(To be submitted with Bid)

Each Bidder shall set forth below with its bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 (0.5%) percent of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 (0.5) percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each such Subcontractor. The Contractor shall list only one Subcontractor for each portion of the work.

If the Bidder fails to specify a Subcontractor for any portion of the work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the work, he agrees to perform that work himself. The following is submitted concerning Subcontractors:

<u>Name:</u> <u>Subcontractor</u>	<u>Address</u> <u>Shop, Mill or Office</u>	<u>Class</u> <u>of</u> <u>Work</u>	<u>Portion of</u> <u>Work to be</u> <u>Done</u>	<u>Subcontractor's</u> <u>License Number</u> <u>and Class</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

<u>Name:</u> <u>Subcontractor</u>	<u>Address</u> <u>Shop, Mill or Office</u>	<u>Class</u> <u>of</u> <u>Work</u>	<u>Portion of</u> <u>Work to be</u> <u>Done</u>	<u>Subcontractor's</u> <u>License Number</u> <u>and Class</u>
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(Signature of Bidder)

END OF SUBCONTRACTOR LIST

SECTION 00480

NONCOLLUSION AFFIDAVIT
(To be submitted with Bid)

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Noncollusion Affidavit.

NONCOLLUSION DECLARATION TO BE SUBMITTED WITH BID

I, _____, declare that I am _____
(Name) (Title)
of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on _____, 20____, in _____.

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

(Signature of Declarant)

END OF NONCOLLUSION AFFIDAVIT