SECTION 00010A

TITLE PAGE



SAN LORENZO VALLEY WATER DISTRICT 13060 CA-9 BOULDER CREEK, CALIFORNIA 95006

FALL CREEK FISH LADDER REHABILITATION

OCTOBER, 2022

BID DOCUMENTS VOLUME II OF II

BIDDING FORMS AND DOCUMENTS

APPROVED:

Rick Rogers District

Manager

SECTION 00015A

CONTRACT BID FORMS TABLE OF CONTENTS

VOLUME II – CONTRACT BID FORMS

All Contract Bid Forms Due at Time of Bid

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BID PROPOSAL

San Lorenzo Valley Water District 13060 CA-9 Boulder Creek, CA 95006

Ladies and Gentlemen:

The undersigned hereby proposes to perform all Work for which a Contract may be awarded him/her and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, water, and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required therein for the Work as set forth in the documents entitled:

FALL CREEK FISH LADDER REHABILITATION

Together with appurtenances thereto, all as set forth on the Bid Package and other Contract Documents; and he/she further proposes and agrees that, if this Bid is accepted, he/she will contract in the form and manner stipulated to perform all the Work called for by Specifications and other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that he/she will accept as full payment therefore the prices set forth in the Bid Sheet(s) forming a part hereof.

It is understood and agreed that:

- The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; and all additions, deletions, modifications, appendices, and all Addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.
- 2. The undersigned has by investigation of the site of the Work and otherwise satisfied himself/herself as to the nature and location of the Work and has fully informed himself/herself as to all conditions and matters which can in any way affect the Work or the cost thereof;
- 3. The undersigned fully understands the scope of the Work and has checked carefully all words and figures inserted in the Bid and he/she further understands that SLVWD will in no way be responsible for any errors or omissions in the preparation of this Bid;
- The undersigned will execute the Contract Agreement and furnish the required proof of insurance coverage within ten (10) work days (not including Sundays and holidays) after Notice of Award to him/her of acceptance of his/her Bid by SLVWD.
- 5. The undersigned Bidder further agrees that if he/she shall fail to complete the Work within the Contract Time and any authorized extension thereof, he/she shall pay liquidated damages of five hundred dollars (\$500) per calendar day to SLVWD for each calendar day of unauthorized delay in completion of the

Work, until the Work is completed unless another amount is agreed to and stated in the Contract Agreement.

- The undersigned hereby certifies that this proposal is not made in the interest 6. of; or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.
- 7. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his/her certification; I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the Work of this Contract.
- 8. SLVWD has obtained from the Director of the Department of Industrial Relations ("DIR") the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Public Work is to be performed for each craft, classification or type of workman needed to execute this Contract. (Copies of the wage determination are on file and may be obtained by interested parties at the office of SLVWD). The Contractor and all Subcontractors shall comply with all requirements and provisions of Section 1775 and 1776 of the California Labor Code. The Contractor shall forfeit, as a penalty to SLVWD, twohundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than stipulated prevailing rates for Work done under the Contract Agreement by him, or any Subcontractor under him, in violation of the provisions of the California Labor Code. Copies of these wage determinations shall be posted and maintained at the job site by the successful bidding Contractor.
 - a. Subject to the provisions of Section 1810 to 1815, inclusive, of the California Labor Code, the time of service of any laborer, workman, or mechanic employed on the Work shall be limited and restricted to eight (8) hours during any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as otherwise provided in said sections, and the Contractor shall forfeit to SLVWD as a penalty, twenty-five

dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of the Work by him or any Subcontractor under him for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of provisions of the California Labor Code.

- b. The Contractor and all Subcontractors shall conform to all the requirements of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him. The Contractor shall provide SLVWD with a copy of the contract award information at the time that information is submitted to the applicable apprenticeship program. Within sixty (60) work days after concluding the Work pursuant to this Contract, the Contractor shall submit, and require each Subcontractor under him to submit, to SLVWD and the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Contract.
- c. Contractor and all Subcontractors shall comply with Sections 1776 and 1771.4(a)(3) of the California Labor Code, regarding payroll records, and shall be subject to penalties for violation thereof. The Contractor shall cause a clause identical to Section 00800CA, Paragraph K to be included in every subcontract for Work pursuant to this Contract.
- d. Contractor shall not perform work with a Subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the California Labor Code.
- 9. In compliance with Section 1725.5 of the California Labor Code, Contractor must be, and must require all Subcontractors be, registered with the DIR prior to execution of the Contract Agreement. Contractor and all Subcontractors who bid or work on, and/or who are awarded the Contract Agreement, must be registered with and pay an annual fee to the DIR. Neither Contractor nor any Subcontractors may be listed on this Bid Proposal unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. Neither Contractor nor any Subcontractors may be awarded the Contract Agreement unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. This project is subject to compliance monitoring and enforcement by the DIR. Contractor shall submit proof of current DIR registration, and shall require all Subcontractors to submit proof of current DIR registration, to SLVWD prior to commencing work on this project.
- 10. In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned Bidder has set forth below 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 to be performed under the Contract Documents in which this Bid is responsive, and where the portion of the Work which will be done by each Subcontractor for each subcontract is in excess of one-half of one percent (0.5%) of the Total Bid. The undersigned Bidder understands that if he/she fails to specify a Subcontractor for any portion of the Work or specifies more than one

subcontractor for any portion of the Work, he/she shall be deemed to have agreed to perform such portion himself/herself and that he/she shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding is reduced to writing as a public record of SLVWD setting forth the facts constituting the emergency or necessity.

Receipt is hereby acknowledged of addenda number(s) _____

11.

		through
1	12.	The undersigned is licensed in accordance with the Laws of the State of California: License Number
		California: License Number, Expiration Date
1	13.	If the Bidder is a partnership, corporation, or joint venture, the undersigned certifies that he/she is entitled to execute and submit this Bid proposal on behalf of bidder.
1	14.	In signing below, the Bidder certifies that its Total Bid includes funds sufficient to allow the Bidder to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided under the Contract. Furthermore, the Bidder hereby indemnifies SLVWD for liabilities and penalties for violations of Section 2810 of the California Labor Code.
cognizance that attached Sch	hered hedule	nce with all the provisions herein before stipulated, the undersigned, with full of, hereby proposes to perform the entire Work for the prices set forth in the e(s) upon which Award of Contract is made. (A duly authorized officer of the n on the president's behalf.)
ndividual		Name:
Contractor		Address:
Partnership		Name:
		Business Address:
		Phone No.:
		By:, Partner
		Other Partners:
Corporation:		Name:
		Business Address:
		Business Address:

			,
	Organized under the la	aws of the State of	
Date:			
(Place By:		Cianatura	
Seal		Signature	
Here)		(Print Name and Title)	

BID SCHEDULE OF VALUES

ITEM NO.	ITEM/DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILIZATION & DEMOBILIZATION		LS		
2	TEMPORARY EROSION CONTROL AND BMP'S		LS		
3	DEMOLITION		LS		
4	CLEARING AND GRUBBING		LS		
5	UNCLASSIFIED EXCAVATION		LS		
6	DEWATERING		LS		
7	SLOPE PROTECTION FABRIC		SY		
8	SEEDING		LS		
9	ROCK SLOPE PROTECTION		CY(F)		
10	CAST IN PLACE CONCRETE		LS		
11	MANHOLE STEPS		EA		
12	ACCESS STAIRS, RAILINGS & LADDERS		LS		
13	CATWALKS		LS		
14	CYCLONE FENCING & GATE		LS		
15	TRENCHING BACKFILL AND COMPATION		LS		
16	DUCTILE IRON PIPING AND APPERTENANCES		LS		
17	REUSE OF SUBMERSIBLE VERTICAL TURBINE PUMPS		LS		
18	ELECTRICAL WORK		LS		
19	TEMPORARY CREEK INTAKE SYSTEM		LS		
				SUBTOTAL	
			CON	NTINGENCY	
				TOTAL	

|--|

LIST OF MATERIAL AND EQUIPMENT MANUFACTURERS

The undersigned Bidder understands and agrees that SLVWD may consider this Bid incomplete and unresponsive unless the Bidder names a manufacturer for each item of material or equipment in the following list. The undersigned Bidder hereby agrees that, after submission of this Bid, he/she will not make any change in the following listing of manufacturers and will not award a contract or agreement of any kind to a manufacturer not listed below for the listed items of material or equipment unless such change, award, or agreement is first approved in writing by SLVWD according to the provisions of the Contract Documents pertaining to substitutions and equals. The Bidder hereby certifies that the manufacturers' names below produce the listed items of material or equipment which comply with the requirements of the Contract Documents, and the undersigned Bidder will furnish and install the complying material or equipment of the manufacturers' names in the following list.

The items identified in the table below are deemed mandatory and shall be completed by the Bidder; however, the listed items are not considered to be a complete listing of materials or equipment required for the Project. The Bidder shall provide additional items manufacturer and model for other items.

SCHEDULE OF MANUFACTURERS					
ITEM	MANUFACTURER	MODEL			

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of the California Subletting and Subcontracting Fair Practices Act, contained in Section 4100 to 4114, inclusive, of the Public Contract Code of the State of California and any amendments thereto, for each subcontractor performing more than one-half of one percent (0.5%) of the Total Bid. Do not list alternative subcontractors for the same work. The Contractor shall list only one subcontractor for each such portion of Work as is defined by the Contractor in his/her Bid. Contractor shall not substitute any person as subcontractor in the place of a subcontractor listed below, except as provided in the General Conditions.

The Bidder understands that if he/she fails to specify a subcontractor for any portion of the Work to be performed under the Contract, or specifies more than one subcontractor for the same portion of the Work, he/she shall be deemed to have agreed that he/she is fully qualified to perform that portion himself/herself and that he/she shall not be permitted to sublet or subcontract that portion of the Work, except as provided in the General Conditions.

Name Under Which Subcontractor is Licensed	License & DIR No's	Address and Telephone Number	Specific Description of Subcontract and Percent of Total Base Bid
			<u>%</u>
			<u></u>

CONTRACTOR'S LICENSING STATEMENT

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. (A duly authorized officer of the company may sign on the president's behalf.)

providing for the registration of contractors:	ith the laws of the State of
Class:	
Expiration Date:	
Name of Contractor's Firm:	
Business Address and Telephone Number:	
The following owner swears under penalty of the information provided is true and correct: Name of individual owner (Print or Type):	perjury under the laws of the State of California that
Signature of owner	
	Or
The following partners swear under penalty of the information provided is true and correct.	perjury under the laws of the State of California that
Signature, title, and address of members sign	ning on behalf of the partnership:
Name	Title
Address	
Name	
Address	
Name	
Address	

The following officers swear under penalty of perjury the information provided is true and correct.	under the laws of the State of Cal	ifornia that
Corporation organized under the laws of the State of		
	Signature of President of Corpo	ration
(Place Seal Signature of Secretary of Corporation Here)		
For Owners, Partners or Corporation Officers:		
This Contractor's Licensing Statement Form	is executed at	
(Location), Californ	ia, on	_(Date).

CONTRACTOR'S EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. The Bidder shall include in his/her outline the project name, owner, contact name and phone number, type of work and final cost of all similar type projects constructed in the past five (5) years. The Bidder shall also provide the name, work resume, and qualifications for the individual who will be the job superintendent during the performance of this Contract. The Bidder shall not reassign the designated superintendent without prior approval of SLVWD. Additional numbered pages outlining this portion of the Bid may be attached to this Bid. Subcontractors possessing experience in areas specific to the Work shall also be listed, and noted as subcontractors.

Project Name / Date Completed	Owner Name / Address	Contact Name / Phone	Type of Work	Final Cost

BID SECURITY

(Check to accompany Bid)

(Note: The following form shall be used if check accompanies Bid)

Accompanying this proposal is a *C		to the order of San
Lorenzo Valley Water District, hereinafter re	eferred to as "SLVWD," for	
	Dollars (\$), this
amount being ten (10) percent of the total become the property of said SLVWD provid through issuance of a Notice of Award and furnish the required Performance and Paym stipulated time; otherwise, the check shall check shall also become the property of SLV the period of sixty (60) calendar days after required by law, and notwithstanding the available of the property of the period of sixty (60) calendar days after required by law, and notwithstanding the available of the property of the period of sixty (60) calendar days after required by law, and notwithstanding the available of the property of the period of sixty (60) calendar days after required by law, and notwithstanding the available of the property of the period of the period of the property of the period of the peri	amount of the Bid. The proceeds ed this proposal shall be accepted by the undersigned shall fail to execute the shall shall shall shall be returned to the undersigned. The WD if the undersigned shall withdrathe date set for the opening thereo	of this check shall by the said SLVWD ute a Contract and Coverage within the ne proceeds of this w his/her Bid within f, unless otherwise
	Bidder	

*Delete the inapplicable word

NOTE: If the Bidder desires to use a bond instead of a check, the Bid Guaranty Bond form in Section 00415 shall be executed. The sum of this bond shall be not less than ten (10) percent of the total amount of this Bid.

BID GUARANTY BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT	,	hereinafter	called	Principal,	and
	, hereinafter ca	alled the Sure	ty, are join	tly and se	verally
held and firmly bound unto the Sa	an Lorenzo Valley Wate	er District, 13	060 CA-9,	Boulder (Creek,
California 95006, hereinafter calle	ed SLVWD, in the penal	sum of ten p	ercent (10	%) of the	Bid of
Principal for the Work	described herein.	This s	sum not	to e	xceed
		Dol	lars (\$)	lawful
money of the United States of Ame	erica, for the payment wh	ereof unto SL	.VWD, Prin	cipal and	Surety
jointly and severally bind themselv	es forever firmly by thes	se presents, e	except said	penal sur	n shall
not exceed ten percent (10%) of th	e amount Bid by Princip	al for Work wl	nich is awa	rded to Pr	incipal
by SLVWD.					

WHEREAS, Principal is herewith submitting a Bid for the Work entitled:

FALL CREEK FISH LADDER REHABILITATION

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a Contract for the Work, and if Principal within the time specified in the Bid enters into, executes and delivers to SLVWD an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to SLVWD the performance bond and the payment bond on the forms provided herewith, and any other documents required by these Contract Documents, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to SLVWD said agreement in the time stated in the Bid or should fail or refuse to furnish Performance Bond and Payment Bond or other required document in the time stated in the Bid, then Principal and Surety shall forfeit to SLVWD the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and SLVWD and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS	day of_	, 202
		Principal
	Bv:	
	,	Signature
		Surety
	Ву:	Signature
		Signature
		(Surety's Mailing Address)
		(Telephone Number)

(Attach Notary Acknowledgement of Surety)

(NOTE: The standard printed bond form of any bonding company acceptable to SLVWD may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting SLVWD are not in any way reduced by use of the Surety Company's printed standard form.)

SECTION 00420 SAFETY COMPLIANCE

Contractors are required by law to comply with an established company Safety Program that includes an Injury Illness Prevention Plan (IIPP). The undersigned hereby proposes to follow their Contractor's Safety Program including all subcontractors while performing the work described as:

FALL CREEK FISH LADDER REHABILITATION

Complete the following information (as applicable):

Person responsible for implementing your Safety Program / IIPP on this project:					
Name (Print):					
Title:					
Phone No:					
Written Safety Program / IIPP:	Yes No	Dated:			
Written Code of Safe Practices:	Yes No	Dated:			
On-site Personal Protective Equipment (PPE) Requirements:					
Training Requirements: Site Safety Inspections:	Yes No	Eye Protection Hard Hats Steel Toed Boots Hearing Protection Respirators Weekly Tailgate/Safety Training Documented Regular Inspections Documented			
Material Safety Data Sheets (MSDS):	Yes No	On-site (Specific)			
Equipment: First Aid/CPR Trained Personnel On-	Yes No Yes No No Site:	Manuals On-site (Specific) Fire Extinguishers on Equipment			
	Yes No	Name:			
		Name:			

Equipped On-site:			
	Yes□ No□	First Aid Kit	
	Yes No	Fire Extinguishe	rs
	Yes No	MSDS Emergency Pho	aa Numbara
	Yes No	Emergency Pho	ne numbers
Subcontractors:	Yes No	Certificates of In Prime Named as	surance s Additional Insured.
Workers' Compensation Experience			_
		/ear:	Rate:
		/ear:	Rate:
	ì	/ear:	Rate:
OSHA Citations (within last 3 years):	Yes No	If yes, attach cop	by of citation.
Contractor/Subcontractor Training R	Requirements - Pr	roject Specific:	
Yes□ No□ OSHA 10 Hour		Yes No	Hazard Assessment
Yes No Welding		Yes No	Fall Protection
Yes No Electrical		Yes No	Confined Space
Yes⊡ No⊡ Forklifts		Yes∐ No∐	Rigging / Slings
Yes No Demolition		Yes No	Tool Safety
Yes No Accident Prevent	tion	Yes No	PPE
Yes No Scaffolding		Yes No	Haz-Com / MSDS
Yes No Lock out /Tag ou	t	Yes No	Trench / Shoring
Yes No Cranes		Yes No	Ladders
Yes☐ No☐ Traffic Control		Yes No	Asbestos/Lead/ Exposure
Training Documentation/Certificates	:	Yes No	Available Upon Request

Failure to submit a Non Collusion Affidavit in this form shall constitute grounds for rejection of the Bid. <u>This Affidavit to be fully executed</u>.

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

-	
I am the	of, the
party making the foregoing bid. The bid is undisclosed person, partnership, compartnership, compartnership is genuine and not collusive or induced or solicited any other bidder to directly or indirectly colluded, conspired else to put in a sham bid, or to refrain to directly or indirectly, sought by agreeme fix the bid price of the bidder or any other element of the bid price, or of that of any are true. The bidder has not, directly or breakdown thereof, or the contents there to any corporation, partnership, compart any member or agent thereof, to effect us will not pay, any person or entity for such any person executing this declar partnership, joint venture, limited liability other entity, hereby represents that he of this declaration on behalf of the bidder. I declare under penalty of perjury	s not made in the interest of, or on behalf of, any pany, association, organization, or corporation. or sham. The bidder has not directly or indirectly to put in a false or sham bid. The bidder has not II, connived, or agreed with any bidder or anyone from bidding. The bidder has not in any manner, ent, communication, or conference with anyone to her bidder, or to fix any overhead, profit, or cost y other bidder. All statements contained in the bid or indirectly, submitted his or her bid price or any eof, or divulged information or data relative thereto, my, association, organization, bid depository, or to ate a collusive or sham bid, and has not paid, and ch purpose. The artion on behalf of a bidder that is a corporation, ity company, limited liability partnership, or any or she has full power to execute, and does execute, by under the laws of the State of California that the his declaration is executed on
	state.
	Signature:
	Title:
	(Attach Notary Acknowledgement of Contract