

SECTION 00010A

TITLE PAGE



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

LITTLE LYON TANK RECOATING

FEBRUARY, 2021

BID DOCUMENTS VOLUME II OF II

BIDDING FORMS AND DOCUMENTS

APPROVED:

A handwritten signature in black ink that reads "Richard Rogers". The signature is written in a cursive style with a horizontal line extending from the end of the name.

**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

Section

00010A	Title Page
00015A	Contract Documents Table of Contents
00300	Bid Proposal
00404	List of Material and Equipment Manufacturers
00405	List of Subcontractors
00406	Contractor's Licensing Statement
00408	Contractor's Experience Statement
00410	Bid Security
00415	Bid Guaranty Bond
00420	Safety Compliance
00480	Non-Collusion Affidavit

SECTION 00300

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:

INTERNAL RECOATING OF LITTLE LYON TANK

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 Drawings, 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:

1. 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;
4. 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.

6. The undersigned hereby certifies that this proposal 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 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, two-hundred 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.

11. Receipt is hereby acknowledged of addenda number(s) _____ through _____.
12. The undersigned is licensed in accordance with the Laws of the State of California: License Number _____ Class _____, Expiration Date _____.
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.
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.

NOW: In compliance with all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire Work for the prices set forth in the attached Schedule(s) upon which Award of Contract is made. (A duly authorized officer of the company may sign on the president's behalf.)

Individual Name: _____

Contractor Address: _____

Partnership Name: _____

Business Address: _____

Phone No.: _____

By: _____, Partner

Other Partners: _____

Corporation: Name: _____

Business Address: _____

Business Address: _____

Phone No.: _____

Name: _____,

Title: _____,

Organized under the laws of the State of _____.

Date: _____

(Place By:

Signature

Seal

Here)

(Print Name and Title)

END OF SECTION 00300

SECTION 00404

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

END OF SECTION 00404

SECTION 00405

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 Number	Address and Telephone Number	Specific Description of Subcontract and Percent of Total Base Bid
			%
			%
			%
			%
			%

END OF SECTION 00405

SECTION 00406

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.)

The undersigned is licensed in accordance with the laws of the State of _____ providing for the registration of contractors:

License Number: _____

Class: _____

Expiration Date: _____

Name of Contractor's Firm: _____

Business Address and Telephone Number: _____

The following owner swears under penalty of perjury under the laws of the State of California that the information provided is true and correct:

Name of individual owner (Print or Type):

Signature of owner _____

Or

The following partners swear under penalty of perjury under the laws of the State of California that the information provided is true and correct.

Signature, title, and address of members signing on behalf of the partnership:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Or

The following officers swear under penalty of perjury under the laws of the State of California that the information provided is true and correct.

Corporation organized under the laws of the State of _____

Signature of President of Corporation

(Place Seal
Signature of Secretary of Corporation
Here)

For Owners, Partners or Corporation Officers:

This Contractor's Licensing Statement Form is executed at _____

_____(Location), California, on _____(Date).

END OF SECTION 00406

SECTION 00408

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.

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

END OF SECTION 00408

SECTION 00410

BID SECURITY

(Check to accompany Bid)

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

Accompanying this proposal is a *Certified / *Cashier's check payable to the order of San Lorenzo Valley Water District, hereinafter referred to as "SLVWD," for

_____ Dollars (\$_____), this amount being ten (10) percent of the total amount of the Bid. The proceeds of this check shall become the property of said SLVWD provided this proposal shall be accepted by the said SLVWD through issuance of a Notice of Award and the undersigned shall fail to execute a Contract and furnish the required Performance and Payment Bonds and Proof of Insurance Coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of SLVWD if the undersigned shall withdraw his/her Bid within the period of sixty (60) calendar days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

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.

END OF SECTION 00410

SECTION 00415

BID GUARANTY BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the San Lorenzo Valley Water District, 13060 CA-9, Boulder Creek, California 95006, hereinafter called SLVWD, in the penal sum of ten percent (10%) of the Bid of Principal for the Work described herein. This sum not to exceed _____ Dollars (\$_____) lawful money of the United States of America, for the payment whereof unto SLVWD, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the amount Bid by Principal for Work which is awarded to Principal by SLVWD.

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

INTERNAL RECOATING OF LITTLE LYON TANK

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 _____, 2021.

Principal

By: _____
Signature

Surety

By: _____
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.)

END OF SECTION 00415

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:

INTERNAL RECOATING OF LITTLE LYON TANK

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:

Yes ☐ No ☐ Eye Protection

Yes ☐ No ☐ Hard Hats

Yes ☐ No ☐ Steel Toed Boots

Yes ☐ No ☐ Hearing Protection

Yes ☐ No ☐ Respirators

Training Requirements:

Yes ☐ No ☐ Weekly Tailgate/Safety Training

Yes ☐ No ☐ Documented

Site Safety Inspections:

Yes ☐ No ☐ Regular Inspections

Yes ☐ No ☐ Documented

Material Safety Data Sheets (MSDS): Yes ☐ No ☐ On-site (Specific)

Equipment:

Yes ☐ No ☐ Manuals On-site (Specific)

Yes ☐ No ☐ Fire Extinguishers on Equipment

First Aid/CPR Trained Personnel On-site:

Yes ☐ No ☐ Name: _____

Name: _____

Equipped On-site:

Yes ☐ No ☐ First Aid Kit
Yes ☐ No ☐ Fire Extinguishers
Yes ☐ No ☐ MSDS
Yes ☐ No ☐ Emergency Phone Numbers

Subcontractors:

Yes ☐ No ☐ Certificates of Insurance
Yes ☐ No ☐ Prime Named as Additional Insured.

Workers' Compensation Experience Modification Rate (last 3 years):

Year: _____ Rate: _____
Year: _____ Rate: _____
Year: _____ Rate: _____

OSHA Citations (within last 3 years): Yes ☐ No ☐ If yes, attach copy of citation.

Contractor/Subcontractor Training Requirements - Project Specific:

Yes <input type="checkbox"/>	No <input type="checkbox"/>	OSHA 10 Hour	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Hazard Assessment
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Welding	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Fall Protection
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Electrical	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Confined Space
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Forklifts	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Rigging / Slings
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Demolition	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Tool Safety
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Accident Prevention	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PPE
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Scaffolding	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Haz-Com / MSDS
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Lock out /Tag out	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Trench / Shoring
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Cranes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Ladders
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Traffic Control	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Asbestos/Lead/ Exposure

Training Documentation/Certificates:

Yes ☐ No ☐ Available Upon Request

END OF SECTION 00420

SECTION 00480

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

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 not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ date, at _____ city, _____ state.

Signature:

Title:

(Attach Notary Acknowledgement of Contractor)

END OF SECTION 00480