

Midway City Sanitary District
Addition and Remodel Improvements
Westminster, California
Project #202041



Midway City Sanitary District
14451 Cedarwood Avenue
Westminster, CA 92683

August 17, 2021

NOTICE TO BIDDERS SPECIAL PROVISIONS PROPOSAL AND AGREEMENT

FOR

Midway City Sanitary District Addition and Remodel
14451 Cedarwood Avenue
Westminster, California 92683
PROJECT #202041

Midway City Sanitary District (MCSD)
14451 Cedarwood Avenue
Westminster, California 92683

TABLE OF CONTENTS

Section	Page
Notice to Bidders	1
Instructions to Bidders	5
Information Available to Bidders	10
Bid Form	11
Supplements to Bid Form	
Designation of Subcontractors	16
Bidder's Bond	19
Non-Collusion Affidavit	21
Experience & Qualification	22
Bid Breakdown	23
Letter of Assent	26
Project Workforce Agreement	
Agreement	27
Bonds	39
Performance Bond	39
Payment Bond	41
Substitution of Securities	43
Insurance Requirements	46
Guarantee of Work	51
General Conditions	53
Special Conditions	89
Technical Specifications	90

Provided by Midway City Sanitary District dated August 12, 2021

**MIDWAY CITY SANITARY DISTRICT
STATE OF CALIFORNIA
NOTICE TO BIDDERS**

1. Receipt and Opening of Bids.

A. Notice is hereby given that sealed bids will be received at MIDWAY CITY SANITARY DISTRICT Office, 14451 Cedarwood Avenue, Westminster, California 92683 until 2:00PM, Tuesday, September 14, 2021. (Mailed bids must have been received from the Post Office by 1:00 pm of said day.) Bids will be publicly opened and read aloud in the Conference Room, at the above address for the construction of the work, entitled:

Midway City Sanitary District Addition and Remodel
Westminster, California 92683
PROJECT #202041

B. Any bid received after the time and date specified above shall not be considered, and shall be returned to the bidder unopened.

C. Bids received via FAX machine shall not be considered.

D. Each bid shall be submitted in a sealed envelope plainly marked:

**Addition and Remodel of the
Midway City Sanitary District Office**
14451 Cedarwood Avenue
Westminster, California 92683

PROJECT #202041: Midway City Sanitary District Addition and Remodel

1. General Work Description: :

- Interior Remodeling in the MCSD main office building, consisting of approximately 3,700 square feet.
- Demolition of an existing 900 square foot out-building
- Demolition of an existing 3400 square foot out-building
- Interior Demolition of an existing single-occupancy restroom and rework to storage room. (Building C)
- Construction of a 3,800 square foot office addition to the existing main office (Building A).
- Construction of a new 940 square foot masonry Locker/Restroom building (Building B).
- Coordination and Installation of temporary office trailers (including utility connection) and relocation of office furnishings from the main building to the trailers.
- Underground conduit from main switchgear to future solar panel carport.
- Installation of fire sprinklers in Buildings A and B.

The preliminary construction cost engineer's estimate \$2,800,000.

2. Contract Time. Time of completion for the Project shall be one hundred and five (240) calendar days established from the Notice to Proceed.

3. Contractor's License Requirement. Pursuant to Public Contract Code section 3300 and Business & Professions Code section 7030.5, the Contractor must possess a valid Class B Contractor's License at the time of the bid opening and specify its license number.

4. Payment of General Prevailing Rate Requirement. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). As such, bidders are hereby notified that pursuant to Section 1770, et seq, of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed for each craft of type of worker or mechanic needed to execute the contract which will be awarded to the successful bidder. It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under the contractor, to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the contract. Bidder's attention is hereby called to the nondiscrimination clause contained in the specifications. Contractor and subcontractors shall be Department of Industrial Relations (DIR) registered (see registration form in Supplements to Bid Form).

5. Securing Bid Documents. Plans and specifications are available online at the MCSD website:

<https://www.midwaycitysanitarydistrict.com/bids-and-rfps-3b7fc14>

Hardcopy prints are available COD at SABP Reprographics www.SABP.com 2372 Morse Avenue, Irvine, CA 92614 (949-756-1001) with 24 hour notice appreciated.

6. Optional Pre-Bid Meeting and Walk Through. An optional pre-bid meeting and walk through of the site will be held on Tuesday, August 31, 2021 at 9:00 a.m. Meet at the Midway City Sanitary District (14451 Cedarwood Avenue, Westminster) for the purpose of reviewing bid requirements, receiving bidder questions and reviewing the site. Contractors not attending the walk through shall be disqualified.

7. Substitution of "or equal" materials: The MCSD has a specific design criteria and existing conditions to be matched. Significant time was spent on the specifications, as written. Any request for substitution of "or equal" materials will be subject to a very detailed level of review to meet these standards.

8. Bids. Bidders shall comply with and agree to all instructions and requirements in this notice and in the contract documents.

A. All bids must be submitted on the prescribed bid proposal form.

B. EACH BID SHALL BE ACCOMPANIED BY A CERTIFIED CHECK, CASHIER'S CASH CHECK OR BIDDER'S BOND MADE PAYABLE TO MIDWAY CITY SANITARY DISTRICT FOR AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE AMOUNT OF THE BASE BID. SUCH GUARANTY TO BE FORFEITED, PAID TO OR RETAINED BY THE MCSD AS LIQUIDATED DAMAGES, SHOULD THE BIDDER TO WHOM THE CONTRACT IS AWARDED FAIL TO ENTER INTO THE CONTRACT OR FAIL TO PRESENT SATISFACTORY BONDS OR INSURANCE TO MCSD AS REQUIRED BY THE CONTRACT DOCUMENTS. ANY BIDDER'S BOND MUST BE ISSUED BY AN ADMITTED CALIFORNIA SURETY AND U.S. TREASURY LISTED.

C. Midway City Sanitary District reserves the right to reject any or all bids or waive any informality in a bid.

D. No bid will be accepted from a contractor who is not licensed at the time of bidding in accordance with the provisions of Chapter 9, Division III of Business and Professions Code and in accordance with the Public Contract Code.

E. The award of the contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with the requirements prescribed. Such award, if made, will be made within sixty (60) calendar days after the opening of the proposals.

9. The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement.

10. In accordance with Civil Code section 9550, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), and U.S. Treasury listed. The successful bidder will be required to furnish insurance as set forth in the Contract Documents.

11. In accordance with Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

12. Project Workforce Agreement. Midway City Sanitary District has entered into a "Project Workforce Agreement" with the Los Angeles/Orange Counties Building and Construction Trades Council applicable to this Project, which is included within the Contract Documents. The bidder awarded a contract for the Work and all subcontractors must agree to be bound by the Project Workforce Agreement during performance of the Work. Each bidder must submit a completed and executed Letter of Assent with its bid; failure of a bid to be accompanied by the bidder's completed and executed Letter of Assent will render the bid non-responsive and rejected. If awarded a contract for the Work, the successful bidder shall comply with the provisions of the Contract Documents relating to the Project Workforce Agreement, including without limitation: (i) craft labor hiring practices; (ii) alternative dispute resolution procedures for site grievances and jurisdictional disputes; and (iii) prevailing wage rate responsibilities.

13. District's Rights Reserved. The Midway City Sanitary District reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the Midway City Sanitary District.

PLEASE NOTE: THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID. THE MIDWAY CITY SANITARY DISTRICT WILL REJECT ANY BID AS NON-RESPONSIVE WHERE BIDDER FAILS TO COMPLETE AND SUBMIT THE FOLLOWING FORMS:

1. Bid Form
2. Bidder's Bond, certified check or cashier's check
3. Workforce Agreement "Letter of Assent" (Exhibit A to Project Workforce Agreement)

Dated August 12, 2021 at Westminster, California.

MIDWAY CITY SANITARY DISTRICT
By Ken Robbins, MCSD General Manager

INSTRUCTIONS TO BIDDERS

1. BID DOCUMENTS

1.1 Interpretation of Contract Documents: If any firm contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Architect a written request for an interpretation or correction thereof, using the form in the Appendix, not later than seven (7) calendar days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be emailed to each person receiving a set of such documents and posted on the SABP Plan Room. Any other explanation or interpretation of the Contract Documents whether oral or written will not be binding on Midway City Sanitation District (MCSD) or any of its agents. MCSD shall have the final say in interpretation of documents.

1.2 Securing Documents: The proposed Contract Documents are available online at:

<https://www.midwaycitysanitarydistrict.com/bids-and-rfps-3b7fc14>

Hardcopies are available at SABP, 2732 Morse Avenue, Irvine, California and may be obtained for bidding purposes upon the conditions set forth in the Notice to Bidders. www.SABP.com 949-756-1001.

2.0 BIDDING PROCEDURES

2.1 Bid Submittal Documents: In order to receive consideration, all bids shall be made in accordance with the following instructions:

A. Bids shall be made upon the form provided therefor, properly executed and with all items filled out; numbers shall be stated both in writing and in figures, the signature of all persons shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Bids not made on the proper form shall be disregarded. No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. MCSD is not liable for any costs incurred by a bidder in responding to the Notice to Bidders. All submittal documents become the property of MCSD and shall not be returned. Once received by MCSD and opened, all bids, including all documents submitted with such bids, become public records and available to the public on request.

B. Bids shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless specifically called for. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the MCSD believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the MCSD believes that collusion exists amongst the bidders, all bids will be rejected. A party who has quoted prices to a bidder is not hereby disqualified from quoting prices to other bidders, or from submitted a bid directly for the Work.

C. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal.

The corporate address and state of incorporation must appear below the signature. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature. Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

D. The work area is designated on the drawings and the Contractor shall confine his operations to this area and along those adjacent public areas under the control of and with express permission of the MCSD.

E. Any ADDENDA issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Article 10 of the Bid Form.

F. Certification of Bids (Bidders Bond): In accordance with Public Contract Code sections 20170 and 20171, each bid must be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a certified or cashier's check, or a Bidder's Bond, executed by an admitted surety insurer, in the sum of not less than ten percent (10%) of the base bid. Said checks or bond shall be made payable to the order of the MCSD as liquidated damages in the event the successful bidder fails to file satisfactory bonds or insurance as otherwise required by the contract documents, or fails to or refuses to enter into a contract within the specified time.

G. All bidders must submit with their bids a list of their proposed Subcontractors (if applicable) in compliance with Sections 4100, et seq, of the California Public Contract Code. Forms for this designation are furnished with the Bid Form.

H. All bidders shall submit with their bids a fully executed Non-Collusion Declaration in compliance with Section 7106 of the California Public Contract Code. A form for this purpose is furnished with the Bid Form.

I. All bidders shall submit with their bids a completed and fully executed Letter of Assent to the Project Workforce Agreement. A form for this purpose is furnished with the Bid Form.

3.0 WITHDRAWAL OF BIDS

3.1 Withdrawal of Bids prior to Bid Opening: Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, as allowed in California Public Contract Code.

3.2 Withdrawal of Bids after Opening: Bids shall remain valid for a period of sixty (60) calendar days after the date set for the opening thereof. Any bidder may withdraw his bid based upon a mistake if he gives timely written notice within five (5) working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids, specifying in the notice in detail how the mistake occurred, as allowed in California Public Contract Code section 5103.

3.3 Relief of Bidder Due to Clerical Error: A Bidder may not be relieved of his bid unless by consent of the awarding authority nor shall any change be made in the bid because of a mistake except as provided in the California Public Contract Code Section 5101, et seq.

4.0 BONDING REQUIREMENTS

The surety or sureties on all bonds furnished must be satisfactory to MCSD and filed with MCSD prior to commencing any work on the Project. Surety's assets must exceed its liabilities by at least the amount of the bond. The Bonding Company shall be an admitted California Surety and U.S. Treasury listed. All bonds shall be furnished by the bidder to whom the contract has been awarded at his own cost and expense.

4.1 Performance Bond: The successful bidder shall, within seven (7) calendar days of notification, deposit in the mail or personal delivery of the Notice of Award of the bid simultaneously with the execution and delivery of the Agreement and required insurance certificates, execute a faithful performance bond in an amount equal to 100% of the contract sum, secured from a surety company satisfactory to MCSD.

4.2 Payment Bond: Pursuant to Section 9550, et seq, of the California Civil Code, the successful bidder shall, within seven (7) calendar days of notification of deposit in the mail or personal delivery of the Notice of Award of bid, simultaneously with the execution and delivery of the Agreement and required insurance certificates, execute a payment bond in the amount equal to 100% of the contract price, secured from a surety company satisfactory to the MCSD to secure payment of any and all claims for labor and materials used or consumed in performance of the work on this Project.

4.3 Noncompliance: If the successful bidder does not comply with this Section 4, the MCSD may award the contract to the next lowest bidder or otherwise proceed as allowed by law.

5.0 EXAMINATION OF PROJECT LOCATION AND CONTRACT DOCUMENTS

5.1 Conditions of Construction: Bidder shall, prior to submitting a bid, visit the location of the proposed project, and review the Contract Documents, to become fully aware of the work and of the conditions relating to construction and labor under which the work will be or is to be performed, examine the building or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon. The successful bidder must employ such methods and means regarding the work of any subcontractor or workman, and in carrying out his work as will not cause any interruption or interference with any other contractor, subcontractor or workman, it being specifically understood and agreed that MCSD shall be in no way responsible for any loss or damage occurring as a result thereof. The project site and sanitation operations will be operational during the construction.

6.0 CONTRACT DOCUMENTS

6.1 Complete Contract: The complete Contract shall consist of the following identified documents herein referred to as the Contract Documents: Notice to Bidders, Instructions to Bidders, Information Available to Bidders, Bid Form, Designation of Subcontractors, Non-Collusion Declaration, Bidder's Bond, Agreement, Performance Bond, Payment Bond, , Escrow Agreement for Security Deposits in Lieu of Retention, Indemnity and Insurance Requirements, Guarantee of Work, Release, General Conditions, Specifications, Special Conditions, Project Workforce Agreement and Letter of Assent, Drawings, any

Addenda, and any Change Orders, Field Orders, or Operations Directives issued thereto and all are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, shall be executed the same as if mentioned in all said documents. The contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the work.

6.2 Form of Agreement: The form of Agreement that the successful bidder, as Contractor, will be required to execute and the form of bonds which he will be required to furnish are included in the Instructions to Bidders in the Contract Documents and should be carefully examined by each bidder. The Agreement shall be executed in two (2) original counterparts.

7.0 SALES TAXES

Bidder shall include in their Bid any and all Federal, State and Local taxes of whatever nature in connection with material to be furnished to the MCSD. Absolutely no extras shall be allowed for such by the MCSD.

8.0 OWNER'S ALLOCATION OF FUNDS

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the MCSD fails to appropriate or allocate funds for future periodic payments under the Agreement after exercising reasonable efforts to do so, or MCSD fails to receive the funds promised to pay for the project, the MCSD may upon thirty (30) days notice, order work on the Project to cease. MCSD will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been completed.

9.0 FILING OF BID PROTESTS

Bidders may file a "protest" of a contract award with the MCSD. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed timely and in writing within five (5) Calendar Days after the bid opening date.
- Clearly identify the specific accusation involved.
- Clearly identify the specific MCSD Staff/Board recommendation being protested.
- Specify, in detail, the grounds of the protest and the facts supporting the protest.
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each and every one of these requirements, it will be rejected as invalid. If the protest is valid MCSD shall review the basis of the protest and all relevant information. MCSD will deny or concur with the protest and provide a written decision to the protestor. The protestor may then appeal the decision to the Midway City Sanitary District Board of Directors.

10.0 MCSD'S RIGHTS

MCSD may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the work described in these Bid Documents. MCSD reserves the right to:

- Reject any or all of the Bids if such action is in the best interest of MCSD.
- Issue subsequent Notices Inviting Bids.
- Cancel this entire Notice Inviting Bids.
- Appoint evaluation committees to review any or all Bids.
- Seek the assistance of outside technical experts to validate the Bid(s).

- Approve or disapprove the use of particular subcontractors.
- Waive informalities and irregularities in Bids.

The Notice Inviting Bids does not commit MCSD to enter into a contract, nor does it obligate MCSD to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

11.0 BIDDER'S RESPONSIVENESS

MCSD will evaluate Bids for responsiveness at the time of Bid opening and before award is made. A Bid must be in strict compliance with the commercial and technical specifications, without exception. Only Bids which conform in all material respects to the Bid Documents can be eligible for award. A Bid not meeting the requirements of the responsiveness checklist may be rejected immediately upon opening, and returned to the Bidder's representative.

12.0 RESPONSIBILITY CRITERIA

Responsibility is the apparent ability of the bidder to meet and complete successfully the requirements of the Contract. MCSD reserves the right to consider the financial responsibility and general competency of each bidder, as well as its reputation within the industry. MCSD may request, and apparent low bidder shall provide, a financial statement, audited if necessary, including the Bidder's latest balance sheet and income statement. MCSD expects that each Bidder will fully and truthfully disclose all information required of the Bidder by the Bid Documents. The prospective contractor, in order to be evaluated by MCSD as being a responsible contractor, must complete the Bid Forms to determine that it:

- Has or can secure adequate financial resources to perform the contract;
- Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
- Has a satisfactory record of performance. A contractor seriously deficient in current contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor: (1) has a satisfactory record of integrity in its dealings with government agencies and with applicable laws and regulations; (2) has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and (3) has the necessary production, construction, and technical equipment and facilities or the ability to obtain them.

END OF INSTRUCTIONS TO BIDDERS

INFORMATION AVAILABLE TO BIDDERS

1.0 EXISTING CONDITIONS

The Contractor shall carefully study the Contract Documents and shall investigate existing site conditions, and shall, at once, report to the MCSD any error, inconsistency, or omission he may or reasonably should discover. A soils report has been provided with the Bid Documents.

2.0 DISCOVERY OF HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS

2.1 In addition to other actions required by the Contract Documents, the Contractor shall promptly, and before the following conditions are disturbed, notify through the MCSD Representative, in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

2.2 Midway City Sanitation District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a Change Order under the procedures described in the Contract Documents to the extent that the conditions or hazardous waste are not the result of Contractor's negligent error or omission or willful misconduct.

2.3 That, in the event that a dispute arises between MCSD and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

END OF INFORMATION AVAILABLE TO BIDDERS

BID FORM

TO: Midway City Sanitary District

1. Total Bid Amount. Pursuant to and in compliance with your Notice to Bidders, Instructions to Bidders and Contract Documents with regard to:

Midway City Sanitary District (MCSD) Addition and Remodeling
14451 Cedarwood Avenue
Westminster, California 92683
PROJECT NUMBER #202041

The undersigned bidder, having carefully examined the site of the above-referenced project and become thoroughly familiar with the general and local conditions affecting the performance and costs of the project, the character, quality and quantity of work to be performed and materials to be furnished and the terms and conditions of the Contract Documents, hereby proposes and agrees to fully perform the work within the time stated, in strict accordance with the Contract Documents (including without limitation the furnishing of any and all tools, equipment, apparatus, facilities, labor, materials, transportation and utility services and incidentals necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

Base Bid Amount: (\$)

Additional Alternatives are identified on the plans: provide amounts for these items

- Alternate #1: \$ _____ Remove and replace exiting metal building roll-up doors (see A100, A202 and specification section 083413 on SP102)
- Alternate #2: \$ _____ Substitute GAF roofing in lieu of Sarnafil.
- Alternate #3: \$ _____ Substitute painted galvanized rain gutter in lieu of copper
- Alternate #4 \$ _____ Substitute Stego vapor barrier in lieu of Sarnafil A+12
- Attach additional alternates created during Bid Process, if any

2. Open Bid. It is understood that the MCSD reserves the right to reject all bids. The undersigned agrees that this bid shall remain valid and not be withdrawn for a period of sixty (60) calendar days from the actual date prescribed for its opening.

3. Designation of Subcontractors. Attached hereto, in compliance with Section 4100-4113 of the Public Contract Code of the State of California, is Bidder's completed "Designation of Subcontractors."

4. Execution of Agreement; Commencement of Work. It is understood and agreed that if a Notice of Award is mailed or delivered personally to the undersigned bidder within sixty (60) calendar days after the opening of bids, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Agreement to the MCSD, together with the insurance documents specified in the Insurance Requirements Section, the Performance Bond and the Payment Bond, all within seven (7) calendar days after personal delivery or deposit in the mail, as the case may be, of the Notice of Award. The undersigned bidder further agrees that the work shall be commenced by the undersigned bidder on the date stated in the MCSD's Notice to Proceed, and shall be completed in the time specified in Section 2 of the Agreement.

5. Bid Guarantee. Accompanying this bid is (insert words "cash", "certified check", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to not less than ten percent (10%) of the base bid. Such security shall be forfeited, paid to or retained by the MIDWAY CITY SANITARY DISTRICT as liquidated damages should the bidder to whom the contract is awarded fail to execute the Agreement and

all required insurance documents, bonds and other required forms as required under the Contract Documents.

6. Project Workforce Agreement Letter of Assent. Accompanying this bid is a completed and executed Letter of Assent confirming that Bidder agrees to be party to and bound by the Midway City Sanitary District Project Workforce Agreement effective April 7, 2021, as such agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms.

7. License. The undersigned is required to provide the information set forth below regarding its license. Failure of the undersigned to be properly licensed upon submission of a bid shall cause the undersigned to be disqualified and the bid rejected. The California Business and Professions Code Section 7028.15, provides that a licensed contractor shall not submit a bid to MCSD unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by MCSD.

8. Additional Information. The Notice of Award or any request for additional information may be addressed to the undersigned bidder at the business address set forth below.

9. Inconsistencies. Wherever in this bid an amount is stated in both words and figures, in case of a discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals and a discrepancy between words and figures occurs, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

10. Receipt of Addenda and Publication of Requests for Information. The undersigned acknowledges receipt of the following addenda and certifies that all such addenda are included in its proposal:

Addenda:

Requests for Information:

BIDDER'S NAME/SIGNATURE:

Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

BIDDER'S ADDRESS:**BIDDER'S PHONE NUMBER(S):****BIDDER'S FAX NUMBER(S):**

LICENSE NO.: _____ **EXPIRATION DATE:** _____

CONTRACTOR'S STATE LICENSE CLASSIFICATION:

The name on bidder's State Contractor's License must be identical to the bidder's name.
The undersigned bidder declares under penalty of perjury under the laws of the State of California that all representations made in this Bid Form are true and correct.

Dated this _____ day of _____, 2021.

By: _____

(Signature)

Print Name:

Title: _____

Company: _____

Check one:

☐ Corporation DIR# _____

☐ Partnership

☐ Individual

NOTE: If bidder is a corporation, the legal name of the corporation must be set forth above, together with the signature of an officer authorized to sign contracts on behalf of the corporation; if bidder is a partnership, the true name of the partnership must be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership; and if bidder is an individual, his or her signature must be set forth above.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as the bidder in the foregoing bid; that who signed said bid on behalf of the bidder, was then of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its managers and members and is within the scope of its corporate powers.

(Corporate Seal)

(Secretary)

CERTIFICATION BY CONTRACTOR

Pursuant to Labor Code section 1861, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation 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."

Dated this _____ day of _____, 2021.

By:

(Signature)

Print Name:

Title:

DESIGNATION OF SUBCONTRACTORS

If the General Contractor is not based in Orange County, there shall be a minimum of 35% of the bid amount to Orange County contractors. If the General Contractor is based in Orange County, then at least 25% of the bid amount shall utilize Orange County subcontractors and shall be noted below.

In compliance with the provisions of Section 4100 et seq. of the Public Contract Code, the undersigned bidder has set forth below the following:

- (a) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime 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 prime 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 percent of the prime 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 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; and
- (b) The portion of the work which will be done by each subcontractor in excess of one-half of one percent of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.
- (c) The Contractor, within 24 hours of receipt of the Notice of Award, is to provide the following supplemental information for all subcontractors listed: complete business address, telephone number, license and classification number, percent and dollar amount of work.

NOTE: The undersigned understands that if it fails to specify a subcontractor in excess of one-half of one percent ($\frac{1}{2}\%$) of the undersigned's total bid, it shall, in accordance with Public Contract Code Section 4106, be deemed to have agreed to perform that portion itself, and agreed that it is fully qualified to perform such portion itself. If, after award of the contract, the undersigned subcontracts any such portion of the work hereunder in violation of Sections 4107 or 4109 of the Public Contract Code, the undersigned shall be subject to penalties as set forth in Section 4111 of the Public Contract Code.

In compliance with the Provisions of Section 4100-4107 of the California Public Contract Code and any amendments thereto, the undersigned certifies that he has used the sub-bids of the following listed sub-contractors in making up his bid, and that the sub-contractors listed will be used for the work for which they bid, subject to approval of the Engineer, and in accordance with the applicable provisions of the Specifications. If the bidder does not submit the names and addresses of sub-contractors, he shall be required to do the work with his forces. If no sub-contractors are listed, all bonds and insurance shall be written in the name of the general contractor only, and any liabilities arising through the operation of a sub-contractor shall not be covered by the bonds and insurance.

Print clearly and complete all lines:

Subcontractor #1 Name: _____ **Item of Work:** _____

Street Address: _____

Phone #: _____ **Email(for DRE input):** _____

License #: _____ **Expiration Date:** _____

DIR Registration #: _____ **Expiration Date:** _____

Subcontractor #2 Name: _____ **Item of Work:** _____

Street Address: _____

Phone #: _____ Email(for DRE input): _____

License #: _____ Expiration Date: _____

DIR Registration #: _____ Expiration Date: _____

Subcontractor #3 Name: _____ **Item of Work:** _____

Street Address: _____

Phone #: _____ Email(for DRE input): _____

License #: _____ Expiration Date: _____

DIR Registration #: _____ Expiration Date: _____

Subcontractor #4 Name: _____ **Item of Work:** _____

Street Address: _____

Phone #: _____ Email(for DRE input): _____

License #: _____ Expiration Date: _____

DIR Registration #: _____ Expiration Date: _____

Subcontractor #5 Name: _____ **Item of Work:** _____

Street Address: _____

Phone #: _____ Email(for DRE input): _____

License #: _____ Expiration Date: _____

DIR Registration #: _____ Expiration Date: _____

Subcontractor #6 Name: _____ **Item of Work:** _____

Street Address: _____

Phone #: _____ Email(for DRE input): _____

License #: _____ Expiration Date: _____

DIR Registration #: _____ Expiration Date: _____

No sub-contractor may be listed on a bid proposal unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Bidders may be considered NON-RESPONSIVE if all information is not completely filled in.

BIDDER'S NAME

AUTHORIZED SIGNATURE

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, we, as Principal, have submitted a bid to the MIDWAY CITY SANITARY DISTRICT for certain work for which bids are to be opened at: 14451 Cedarwood Avenue, Westminster, CA 92683, on: _____, 2021, which work is generally described as

Midway City Sanitary District (MCSD) Addition and Remodeling
14451 Cedarwood Avenue
Westminster, California 92683

NOW THEREFORE, we, as Principal, and, as Surety, are held and firmly bound unto the MIDWAY CITY SANITARY DISTRICT in the sum of ten percent (10%) of the base bid of the Principal, submitted by said Principal to the MIDWAY CITY SANITARY DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of (\$).

The condition of this obligation is such that if the bid is rejected or if within the period specified therefor, or, if no period be specified, within ten (10) calendar days after the prescribed Agreement is presented to the Principal for signature, the Principal (I) enters into a written Agreement with the MIDWAY CITY SANITARY DISTRICT, in the prescribed form and in accordance with the Contract Documents; (ii) files two bonds with the MIDWAY CITY SANITARY DISTRICT, one to guarantee faithful performance and the other to guarantee payment for labor and materials, in accordance with the Contract Documents and as required by law; and (iii) files the required insurance certificates in accordance with the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that no bid errors, change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same, shall in any manner affect its obligations under this bond, and it does hereby waive notice of any such error, change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

As part of the obligation served hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including without limitation reasonable attorney's fees, incurred by the MIDWAY CITY SANITARY DISTRICT in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety on this _____ day of _____, 2021. The name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

Name:

Address: _____

Phone No.: _____ (Seal)

By: _____

SURETY:

Name: _____

Address:

Phone No.:

By:

(Attorney-in-fact)

NOTE: This bond must be executed by both parties, and, in the case of a corporation, with the corporate seal affixed. All signatures must be notarized. Attach notarial acknowledgments.

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
 BIDDER AND SUBMITTED WITH BID
 (Pub. Contract Code, § 7106)**

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 of Bidder

EXPERIENCE and QUALIFICATIONS

1. Provide information on at least three office addition and remodeling projects as a general contractor with prevailing wage requirements. (you may attach additional projects or project information, but no more than one sheet, per project).

Project Name: _____ Location _____

Construction Cost: \$ _____

Owner: _____ start date: _____ completed: _____

Brief Description: _____

Project Name: _____ Location _____

Construction Cost: \$ _____

Owner: _____ start date: _____ completed: _____

Brief Description: _____

Project Name: _____ Location _____

Construction Cost: \$ _____

Owner: _____ start date: _____ completed: _____

Brief Description: _____

2. Attach general company information or brochure, not to exceed 4 pages (2-sided is acceptable).
3. Provide a resume of the anticipated on-site Project Superintendent.
4. Provide a list of projects that will still be underway within 30 days of the bid due date:

Project: _____ anticipated completion: _____

Project: _____ anticipated completion: _____

Project: _____ anticipated completion: _____

5. Provide 3 references (one reference must be from one of the Projects listed in #1 above):

1. Name: _____ Company: _____

Phone: _____ email: _____

Project: _____ cost: \$ _____

2. Name: _____ Company: _____

Phone: _____ email: _____

Project: _____ cost: \$ _____

3. Name: _____ Company: _____

Phone: _____ email: _____

Bid Breakdown: This form shall be used for the breakdown of the bid. A version in an electronic spreadsheet is available upon request:

Line Item Bid:		Remarks:
Demolition		
Site Grading		
Site Survey		
Site Utilities		
Landscaping		
Drainage		
Erosion Control		
Final Clean-up		
Retaining Walls		
Asphalt Paving/Striping		
Structural Steel		
Concrete Flatwork		
Concrete/lightweight concrete		
Masonry		
Wood, Plastics and Composites		
Retaining Wall Waterproofing		
Insulation		
Roofing		
Sheet Metal/Flashing/waterproof		
Waterproofing		
Caulk/Sealants		
Skylights		
Stucco/lath/plaster		
Millwork		
Finish Carpentry		
Doors/Frames/Hardware		
Overhead doors		
Glass/Glazing		
Metals/Railings		
Drywall		
Fire Supression/Sprinklers		
Ceramic Tile/Stone		
Acoustic Ceiling		
Painting		
Wallcoverings		
Flooring		
Toilet Accessories		
Plumbing		
HVAC		

Exclusions:

Inclusions:
