

Bid Instructions and Conditions

Bid Package

Paradise Unified School District, Roofing Project 2023

The bidding documents include the Notice to Bidders, Bid Instructions/ Conditions, Specifications, Non collusion Affidavit, Sub Contractors List, bid bond form, and the Bid Form.

1. Bids shall be delivered in a sealed envelope plainly marked on the outside with the following: "BID FOR RE-ROOFING". Bids must be returned to Paradise Unified School District, Attention David McCready located at 6696 Clark Rd., Paradise, CA 95969 by May 26th 2023 at 1:00 p.m. Time and date must be entered on the envelope and initialed by an office employee. The bids will be opened publicly and read aloud.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for the receipt of bids indicated in the Notice to Bidders, or prior to any extension thereof, issued to the bidders. Bids received after the scheduled time for receipt of bids, shall be rejected **as non-responsive**.

3. Preparation of Bid Form

The owner invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. See Exhibit "A"

4. Bid Bond

All bids shall be accompanied by a bid bond or cashier's check in the amount of not less than ten percent (10%) of the bid submitted. The above-mentioned bid bond or cashier's check shall be given as a guarantee that the bidder will enter into a contract, if awarded the contract, and will be declared in the amount of liquidated damages at \$500.00 per day, if the bidder refuses or neglects to enter into said contract after being requested to do so within ten calendar days of the Board's determination that the bidder is the lowest, responsive bidder. See Exhibit "B"

5. Subcontractor's List

A subcontractor list is required pursuant to Public Contract Code Section 4104, listing the name and address, (optionally, the telephone number may be included) of each subcontractor who

performs work, renders service, or fabricates and installs a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid. See Exhibit "C"

6. Federal Immigration and Control Act of 1986 ("IRCA")

The bidder hereby certifies that it is in full compliance with the provisions of the IRCA in the hiring of its employees, and shall remain in compliance during the performance of the work. The bidder shall indemnify, hold harmless, and defend the Owner against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

7. Prevailing Wages

Pursuant to Labor Code § 1775, the Contractor shall, as a penalty to the Owner, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages.

8. Bid Security

Each bid shall be accompanied by a certified or cashier's check payable to the owner or a satisfactory bid bond in favor of owner executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten (10) percent of the bid submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him, her, or it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

9. Faxed and Electronic Mail Bids

All bids must be under sealed cover. Owner will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

10. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

11. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

12. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

13. Examination of Site and Contract Documents

Each bidder shall visit the site of the proposed work and fully acquaint himself, herself, or itself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself, herself, or itself with conditions there existing shall in no way relieve any bidder from obligations with respect to his, her, or its bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

14. Withdrawal of Bids

Unless required by law, no bidder may withdraw his bid for a period of sixty (60) days after the date set of the opening thereof. Bids may be withdrawn by the bidder prior to the scheduled time of the bid opening, but may not be withdrawn after the start of the bid opening. Any bidder may withdraw his, her, or its bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

15. Agreements and Bonds

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully

examined by the bidder. The required number of executed copies of the Agreement, the

Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the Owner is legally permitted to establish and which it has established. The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the Owner is legally permitted to establish. Bonds shall be in the form set forth in the contract documents. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met and the bonds are accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure Section 995.640(b). The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent low bidder must submit together with the performance and payment bonds the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected."

16. Interpretation of Plans and Documents

If any person 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 and specifications, he, she, or it may submit to the Architect a written request for an interpretation or correction thereof. 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 duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda may be mailed, delivered, faxed, or sent via electronic mail. Owner shall immediately send a hard copy via regular mail or overnight delivery, at the option of Owner. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

17. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

18. Award of Contract

The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsible bidder therefore.

19. Determination of Lowest Responsible Bidder

A local agency may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and

those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.

- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

- (e) Nothing in this section shall preclude the prequalification of subcontractors.

20. Evidence of Responsibility

Upon the request of the Owner, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the Owner satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the Owner, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The Owner may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

21. Listing Subcontractors

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, The Owner may in its discretion, reject the bid as non-responsive. See Exhibit "C"

22. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the Owner the following certificate prior to performing the work under this 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.

The form of such certificate is included as part of the contract documents. See Exhibit "D"

23. Non-Collusion Affidavit

Public Contract Code Section 7106 requires each bidder to execute and submit, at the time of submission of his, her, or its bid. A bidder's failure to submit this form shall result in his, her, or its bid being considered non-responsive. See Exhibit "E"

24. Substitution of Security/Retention of Funds

This project is subject to the provisions of Public Contract Code § 22300 whereby the Contractor may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. See Exhibit "E"

25. Contractor's License

"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." If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will be considered non-responsive.

26. Assignment of Antitrust and Unfair Business Practices Claims in Public Works Contracts

In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works

contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27. Assignment of Antitrust and Unfair Business Practices Claims in Public Purchasing Contracts

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28. Storm Water Permit for Construction Activity

Where applicable to the work of this contract, Owner shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from Owner prior to bidding on this contract. Owner shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

29. Ethics in Bidding

The Owner expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a

lower proposal on that project (bid peddling). The Owner will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

30. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400 "prior to the award of the contract", Owner must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the Owner's representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE OWNER OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE OWNER. THE OWNER HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

31. Fingerprinting

By law it is the Cities responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the Owner considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where

the contractor's employees are working, and whether the contractor's employees are working

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alone or with others. A determination regarding whether fingerprint certification is required is contained in the special conditions.

32. Liquidated Damages

Should the Contractor fail to complete this contract, and each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the Owner may deduct the amount thereof from any money due or to become due to the Contractor) the sum of \$500.00 per calendar day as liquidated damages. In accordance with the provisions of Government Code Section 4215, the contractor shall not be assessed liquidated damages where delay is caused by failure of the Owner or the owner of the utility to provide for the removal or relocation of utility facilities, but only if such utilities are not identified in the plans and specifications.

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Exhibit A

BID FORM

TO: Paradise Unified School District acting by and through its Governing Board, herein called the "The Owner":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

The Paradise Unified School District Roofing Project 2023

all in strict conformity with the drawings and specifications and other contract documents submits the following bid:

Base bid

_____ Dollars
(\$_____.)

Add/Alt bid for removal of mechanical screen

_____ Dollars
(\$_____.)

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: _____%

Time for Completion: The Contractor must complete the contracted work by August 4th, 2023, unless

an extension or extensions of time or suspension of work is authorized as provided in the Contract

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documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the Owner will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

Supplemental Bid Conditions:

1. The Owner reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the Owner in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the Owner or its Architect that the Owner has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.
6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.
7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

Supplemental Matters

1. The required bid security is attached hereto.
2. Non-collusion affidavit is attached hereto.

- 3. The required list of proposed subcontractors is attached hereto.
- 4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
- 5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.
- 6. The names of all persons interested in the foregoing proposal as principals are as follows: Name

of Corporation/Partnership/Sole Proprietorship Presenting Bid: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

- 7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. , Expiration Date , class of license .

I/We, the of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this day of at County, California. Proper Name of Bidder

_____ By _____

Title_____

Signature of Person on Behalf of Bidder Who
Has Authorization to Bind Bidder

By _____

Title _____

Signature of Person on Behalf of Bidder Who
Has Authorization to Bind Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: () _____

CONTRACTORS STATE LICENSE BOARD NO.: _____

CLASSIFICATION: _____

Exhibit B

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____, hereinafter called the Owner, in the penal sum of PERCENT (%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said Owner 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated

_____, 20__ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Owner in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such 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.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Owner in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this day of _____, 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

Exhibit C

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract 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 one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

By _____

Proper Name of Bidder

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Appendix D

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every Employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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.

Proper Name of the Contractor

By:

Signature of Contractor

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract_)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)sis

County of

, Being first duly sworn, deposes

and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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.

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

Dated: Signature: