



**LATHROP- MANTECA  
FIRE DISTRICT**

**Gene Neely**  
Fire Chief

**16 November 2020**

TO: ALL PROSPECTIVE BIDDERS  
FROM: INVITATION TO BID  
LATHROP MANTECA FIRE STATION #31  
REHABILITATION

Ladies and Gentlemen:

Enclosed please find an invitation to bid with a bid form, a sample contract and job specification.

Sealed responses are to be received no later than **3:00 PM PST, MONDAY, DECEMBER 14, 2020**. Please return your Bid in a sealed envelope with the Bid number and the date and time of bid opening.

Mail or deliver your response by the above date and time to the following address:

**Lathrop Manteca Fire District  
c/o Chief Gene Neely  
Fire Station #31 Rehabilitation  
19001 Somerston Parkway  
Lathrop, CA 95330**

**\*\*PRE-BID CONFERENCE\*\***

There will be a pre-bid walk-through on **MONDAY, NOVEMBER 30, 2020 AT 1:30 PM, PST**. The walk through will begin at the **lobby area of the existing Fire Station #31 located at 800 J Street Lathrop, CA 95330**

. This will be your opportunity for an on-site visit. Attendance at the pre-bid conference is strongly encouraged.

Architect's estimate of Construction Cost: \$3,000,000.

If you have any further questions, please contact me at (209) 941.5100.

Sincerely,

**Gene Neely**  
**Fire Chief**



**BID # AD18-02**

**FIRE STATION #31 REHABILITATION**

**THIS IS A PUBLIC WORKS PROJECT**

**LATHROP MANTECA FIRE DISTRICT  
19001 Somerston Parkway  
Lathrop, CA 95330**

**Contact: Larry Madowski  
209.941.5102  
[lmadoski@lmfire.org](mailto:lmadoski@lmfire.org)**

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## 1.0 KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this Request for Bid. All dates are predicted on the issue date of the Request for Bid.

<b>EVENT #</b>	<b>DESCRIPTION</b>	<b>DATE</b>
1.	Release of Request for Bid	<b>16 November 2020</b>
2.	Non-Mandatory Pre-Bid Conference, <b>1:30pm</b>	<b>Monday November 30 , 2020</b>
3.	Last day for contractors to submit questions (For clarification prior to submitting Bid)	<b>Monday, December 7, 2020</b>
4.	Last day for District to answer questions	<b>Wednesday December 9, 2020</b>
5.	Bid is due no later than <b>3:00, PM, PST</b>	<b>Monday, December 14, 2020</b>
6.	Award of Contract	<b>December 17, 2020</b>
7.	Notice To Proceed	<b>Late December 2020</b>
8.	Construction	<b>180 Calendar Days</b>

## **BIDDER'S CHECKLIST**

Did You:

- \* \_\_\_ Complete and sign the "Attachments A through E" and place in sealed envelope.
- \* \_\_\_ Sign the "Bidder's Agreement" form and place in sealed envelope.
- \* \_\_\_ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
- \* \_\_\_ Include with your bid the **10%** bidder's security, bidder's bond, certified or cashier's check.
- \* \_\_\_ Review all clarifications/questions/answers on this project from time to time as updates may be posted for Addenda in advance of the bid opening date.
- \* \_\_\_ Include with bid, name and e-mail address for District contact.
- \* \_\_\_ Submit ORIGINALS of all bid documents that are to be returned
- \* \_\_\_ Deliver sealed , to the office of Lathrop Manteca Fire District, 19001 Somerstom Parkway., Lathrop, CA 95330 by **3:00 PM, PST** on **MONDAY, DECEMBER 14, 2020.**, before 3:00 p.m.

Sealed bid shall be marked "Bid" and indicate project name, and bid opening date.

**This form is for your information only and does not need to be submitted with your bid**

## **2.0 SUBMITTAL OF BIDS**

Sealed bids will be received at the Main Office of the Lathrop Manteca Fire District located as 19001 Somerstom Parkway., Lathrop, CA 953330, until **3:00 PM, PST, MONDAY, DECEMBER 14, 2020 and** will be publicly opened at that time.

ALL MAILED BIDS SHALL BE ADDRESSED AS FOLLOWS:

**Lathrop Manteca Fire District  
c/o Chief Gene Neely  
Fire Station #31 Rehabilitation  
19001 Somerstom Parkway  
Lathrop, CA 95330**

The envelope shall also have stated therein the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGE DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

**Lathrop Manteca Fire District  
c/o Chief Gene Neely  
Fire Station #31 Rehabilitation  
19001 Somerstom Parkway  
Lathrop, CA 95330**

BIDS WILL NOT BE ACCEPTED THEREAFTER. ALL BIDS RECEIVED AFTER SAID TIME/DATE WILL BE TIME STAMPED AND RETURNED UNOPENED TO THE BIDDER.

**THE DISTRICT DOES NOT ACCEPT BIDS SUBMITTED BY FAX OR BY EMAIL**

## 3.0 STANDARD TERMS AND CONDITIONS

1. **SUBMITTAL OF BIDS:**

Sealed bids must be received in the Main Office of the Lathrop Manteca Fire District located as 19001 Somerstom Parkway., Lathrop, CA 95330 by **3:00 PM, PST** on **MONDAY, DECEMBER 14, 2020**. All bids received after said time and date will be timed-stamped and returned unopened to the submitter. The District will not accept bids submitted by fax.

Bidders must submit 1 copy of the Bid and related documents.

2. **BASIS FOR SELECTION AND CONDITIONS:**

The responsiveness, competency and responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to the District that bidder and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the bid of any bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this project. Other factors that may be considered by the District to determine a responsible bid and the overall capability of the bidder to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a bidder has been terminated on other projects.

A responsive bid is one that meets all terms, conditions, and specifications of the bid. The bid must comply with the content requirements of the bid documents. The bidder must perform and do what the bid documents and contract required and said they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a bid might be declared and found to be non-responsive include:

- Bid is substantially incomplete
- Bid is not signed
- Bid is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive bid conforms to bid specifications. However, a bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. The District reserves the right to reject any and all bids or alternatives and waive any informality or irregularity in the bids or in the bidding, and to determine responsiveness and responsibility of bidder, including but not limited to those areas mentioned above.

The Project shall adhere to the Lathrop Manteca Fire District Purchasing Policy and Procedures item 0.35 as passed by board resolution in Resolution 2018-10 and the laws applicable to the fire district will prevail in all disputes.”

**3. EXAMINATION OF BID MATERIALS:**

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any bidder from any obligations with respect to Bidder's offer or to the contract. The submission of a Request for Bid shall be taken as prima facie evidence of compliance with this section.

Should a Bidder find discrepancies in or omissions from the drawings or other contract document, or should be in doubt as to their meaning, he shall at once notify the District's Project Manager, Larry Madoski, who is the Owner's representative. The Owner will send written instructions to all bidders. Neither Owner nor its representative will be responsible for any oral instructions. No interpretations will be issued later than three (3) calendar days prior to the bid date so that all inquiries can be answered in writing and distributed to all bidders in the form of addendum to the contract in ample time before the bid opening date.

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid

A. CONTRACTOR'S RESPONSIBILITY - the bidder shall examine carefully the site of the work and the plans and specifications therefore. He/She shall investigate and satisfy himself/herself as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

**4. ADDENDA AND INTERPRETATION**

The District will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the District, or its agent or any representative. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to Larry Madoski, or email to: [lmadoski@lmfire.org](mailto:lmadoski@lmfire.org)

All responses to any clarifications and questions will be posted at least 3 days before the bid opening date and will become a part of the bid. All contractors that plan to bid on this project should monitor either site for any clarifications or responses to any questions.

**Failure of Bidder to submit signed addendum(s) with their Bid may be cause for rejection.**

**5. PRE-BID CONFERENCE / WALK THROUGH:**

A pre-bid conference and walk through will be held on **MONDAY NOVEMBER 30, 2020 at 1:30 pm**. Prospective Bidders shall meet at the lobby area of the existing Fire Station 31 located at 800 J Street. **The attendance of Bidder's representative is strongly encouraged.**

**6. SITE INSPECTION:**

Each bidder shall have examined the work site before bidding and familiarize himself with the local conditions under which the work is to be performed, and correlated his



observations with the requirements of this Request for Bid's specifications, as applicable. No variations or allowances from the contract sum will be made because of lack of such examination.

Should concealed or unknown conditions be encountered in the performance of the agreed upon work, when conditions appear to Bidder to be at variance with the specifications, the Bidder shall immediately seek a clarification from the District who shall investigate the conditions and proceed in a way that is appropriate to the circumstances.

**7. BID WITHDRAWAL:**

Any Bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled opening time of receipt of bids.

**8. OPENING OF BIDS:**

Bids will be opened and read at or about the time set in the advertised Notice Inviting Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids.

**9. AWARD OR REJECTION OF BIDS:**

The contract, if awarded, will be awarded to the lowest responsible bidder based on the lowest total bid received and in compliance with these instructions and the advertised Notice Inviting Bids, provided the bid is reasonable and it is to the interest of the Owner to accept it. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of contract. Any bidder before being awarded a contract, may be required to furnish evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The owner reserves the right to reject the bid of any bidders who have previously failed to perform properly or to complete on time, contracts with the Owner of a nature similar to this project. The Owner reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. District has the right to waive any defects in a bid if the District chooses to do so.

The District may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

**10. ALL BID DOCUMENTS PART OF FINAL CONTRACT:**

Any bid documents, letters, and materials submitted by the Bidder shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to this bid may render it non responsive and may cause its rejection.

**11. PUBLIC RECORD**

All bids become property of the District. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary

material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information.

The District will treat all information submitted in a bid as available for public inspection once the District has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid. In order for the District to assess confidentiality of any such information on your behalf, you must request, execute and submit a District-prepared written agreement to defend and indemnify the District for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the District will assert your claim of confidentiality on your behalf shall be sole discretion of the District.

**12. EQUAL EMPLOYMENT OPPORTUNITY:**

The Bidder awarded this contract shall not discriminate against any employee and applicant for employment because of race, color, religion, sex, age, marital status, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. In the event of Bidder non-compliance with the provisions of this clause, the contract may be canceled, terminated or suspended in whole or in part and the Bidder may be declared ineligible for further District contracts. The rights and remedies of the District provided in this paragraph shall not be exclusive but are in addition to any remedies provided by law.

**13. DRUG FREE WORKPLACE:**

Bidder shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

**14. CONTRACT PERFORMANCE:**

The performance of the contract resulting from this bid shall be governed by and interpreted under and construed according to the laws of the State of California. Venue is San Joaquin County.

**15. NOTICE:**

Any notice, demand, request, or consent approval required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown below. :

Lathrop Manteca Fire District  
19001 Somerstom Parkway.,  
Lathrop, CA 95330  
**Attention: Larry Madoski**

**16. INDEPENDENT CONTRACTOR:**

Bidder agrees that any and all persons performing any services and/or work whatsoever contemplated by this bid and/or related or incidental thereto, shall be an employee of the Bidder and Bidder shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required and all regulations regarding employees, and Bidder shall also pay and/or contribute its required share as the employer of said persons.

Bidder acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Bidder to be so construed.

**17. INDEMNIFICATION:**

Bidder shall, at its expense, defend, indemnify and hold harmless Lathrop Manteca Fire District, and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of Bidder, its employees, officers, agents or Subcontractors.

**18. INSURANCE REQUIREMENTS:**

During the term of this Agreement, Bidder will carry and maintain in full force, insurance of the following types and minimum amounts with a company or companies as are acceptable to District, insuring Bidder while Bidder is performing duties under this Agreement.

Bidder agrees that Bidder is responsible to ensure that the requirements set forth in this article/paragraph are also be met by Bidder's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed at the District's administrative office.

- A. **Workers' Compensation** – A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California.
- B. **Comprehensive General Liability Insurance** – The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- C. **Automobile Liability** – Bidder agrees to defend, hold harmless and indemnify the District for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
- D. **Additional Named Insured** – All policies, except for workers' Compensation shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- E. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the District.
- F. **Proof of Coverage** – Bidder shall immediately furnish certificates of insurance to the District's Project Manager evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District and

Bidder shall maintain such insurance from the time Bidder commences performance of services hereunder until the completion of such services.

- G. **Payment Withheld** – If Bidder does not obtain the described insurance, or if District is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to District, District may withhold payments to the Bidder or terminate this Agreement.
- H. **Liability** – Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Bidder from liability in excess of such coverage, nor shall it preclude the District from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

19. **PERFORMANCE AND PAYMENT BONDS:**

The Bidder shall furnish the District, within ten (10) days (or as otherwise specified) of the execution of a contract **original** performance and payment bonds as follows:

- (a.) **Faithful Performance Bond.** Said bond shall be in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by the District, and shall be secured from a surety or sureties satisfactory to said District.
- (b.) **Payment Bond for Public Works.** The Bidder shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with the Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

20. **WARRANTY:**

In addition to any guarantees otherwise required, the Bidder shall guarantee his work free from defects and material and workmanship for a period of one year from the date of acceptance by the District and shall agree to replace at his own expense any said defect that may occur within that time. Such guarantee is in addition to, and not in lieu of the District's rights to enforce this agreement in all respects, and the District's right on all other guarantees and warranties that may be required by the Request for Bid.

By accepting the guarantees required herein, the District shall not be deemed to have waived any warranty or buyer protection implied, required an/or provided by law, not to have altered any applicable statute of limitations regarding enforcement of any right of the District created by this agreement or otherwise.

21. **INVOICING / PROGRESS PAYMENTS / PAYMENT:**

Original invoices are to be sent to the Lathrop Manteca Fire District, 19001 Somerston Parkway., Lathrop, CA 95330, c/o Larry Madowski. All invoices must reference the Purchase Order number.

When progress payments are due, it is the responsibility of the Bidder to send a **duplicate invoice** to the department to which services were provided. The department will then approve completion of and payment for services provided.

Payments will be made within thirty days after the District's acceptance of the work performed and receipt of the Bidder's invoice. In the event that the work site and/or adjacent premises are damaged during the conduct of the work agreed to, or as otherwise deemed necessary to protect District interests as determined by the Purchasing Agent, a reasonable amount of any payment otherwise due may be withheld by the District until such time as satisfactory settlement is reached between all parties involved.

The District shall withhold ten percent (10%) of progress payments until thirty-five (35) days after notice of recordation is filed.

**22. PAYMENT DISCOUNTS:**

Any discount offered by the Bidder must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will the discount be considered in the evaluation of Bids that requires payment in less than 30 days.

**23. LABOR CODE SECTION:**

Signature on your bid response (for electrical projects only) shall indicate that the electricians who work for the C-10 contractor are certified pursuant to the Labor Code Sections 3099 and 3099.2, and subject to providing proof of the electrician's certification upon request.

**24. CONSTRUCTION & LIQUIDATED DAMAGES**

The Contractor shall be "Substantially Complete" with all Work within 180 calendar days of issuance of a Notice To Proceed. The Contractor shall be subject to a Liquidated Damages penalty of \$2,000 (Two Thousand dollars) per each calendar day past the Contract completion date for items not Substantially Complete.

The Contractor shall be subject to a Performance Bonus of \$1,000 (One Thousand dollars) per calendar day for the project being Substantially Complete before the Contract Completion date.

**25. CONSEQUENCE OF SUBMISSION OF BID**

A. The District shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.

B. Acceptance by the District of a bid obligates the bidder to enter into a contract with the District.

C. A contract shall not be binding or valid against the District unless or until it is executed by the District and the bidder.

**26. DISQUALIFICATION**

Any of the following may be considered cause to disqualify a bidder without further consideration:

A. Evidence of collusion among bidders;

B. Any attempt to improperly influence any member of the evaluation panel;

C. A bidder's default in any operation of a contract which resulted in termination of that contract.

**27. CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the vendor of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.
- C. The Contractor shall perform with its own organization contract work amounting to not less than 10 percent of the contract price. Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the District.

Before work is started on a subcontract, the Contractor shall file with the District a written statement confirming the information submitted with the original bid by showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work and the dollar amount to be so subcontracted.

**ATTACHMENT A - IDENTIFICATION SHEET**

**RESPONDENT TO COMPLETE AND RETURN WITH BID**

**Type or print the following information:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

**MY BID IS ATTACHED AND IDENTIFIED AS:**

\_\_\_\_\_  
Years in business: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Name of Insurance carriers: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Workers' Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

NOTE: Proof of maintenance of adequate insurance will be required before an award will be made to CONTRACTOR. If not already on file with the District, be sure it accompanies your Bid response.

The undersigned, having carefully read and examined the contract documents, and being familiar with (1) all the conditions applicable to the work for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this bid is submitted in accordance with the Bid documents for the amounts quoted herein and further agrees that if this bid is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the District.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B - REFERENCES**

**SIMILAR CONTRACTS PERFORMED:** List below contracts under which the Contractor has provided similar services during the past three (3) years.

**#1**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ thru \_\_\_\_\_

**#2**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ thru \_\_\_\_\_

**#3**

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**DATE OF CONTRACT:** \_\_\_\_\_ thru \_\_\_\_\_



## ATTACHMENT C

### PUBLIC CONTRACT CODE SECTION

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

### PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

### BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contractor hereby states that all representations made herein are made under penalty of perjury.

## ATTACHMENT C (Continued)

### NONCOLLUSION AFFIDAVIT

#### (Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the bidder declares 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 submit 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, 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.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

**Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

**ATTACHMENT D –  
COST CERTIFICATION  
FOR CONSTRUCTION PROJECTS**

LATHROP MANTECA FIRE DISTRICT  
19001 Somerstom Parkway.  
Lathrop, CA 95330

Dear Project Manager:

Having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment and services necessary, to complete the work, including State of California and local sales or use taxes, license or permit fees, if any, for the **Fire Station #31 Rehabilitation Project**, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**Costs for alternates, if required, shall be included in the Bid Cost Summary.**

**If awarded the contract, work will commence on the first working day following receipt from the District of the Notice to Proceed. Work to be completed in 180 calendar days.**

**All bids for construction work shall be presented under SEALED COVER and shall be accompanied by one of the following forms of bidder's security (Public Contract Code 20129).**

Enclosed please find a ( ) Cash Deposit; ( ) Cashier's Check, ( ) Certified Check, or ( ) Surety Bid Bond (Check as appropriate) of the \_\_\_\_\_

\_\_\_\_\_  
**(NAME OF SURETY IF BID BOND IS SUBMITTED)**

in an amount not to be less than ten percent (10%) of the amount of bid. If the enclosure is a check or bond, it is made payable to the Lathrop Manteca Fire District.

The undersigned agrees that the enclosed cash deposit, cashier's check, certified or surety bond accompanying this bid, shall be left on deposit with the District, that its amount is the measure of the liquidated damages which the District will sustain by the default of the undersigned through failure to execute and deliver the above agreement and any required bonds within ten (10) calendar days of written notice of the award of the contract and that the money or surety bond so deposited by the Contractor shall be collectible and become the property of the District in case such default.

**ATTACHMENT D –  
COST CERTIFICATION FOR CONSTRUCTION PROJECTS (Continued)**

Listed hereunder is the name(s) of each subcontractor and the address of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work hereinabove described in excess of one-half of one percent of the total bid and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned. (Attach additional sheet if necessary and note attachment on this page.) (See Government Code Section 4100-4113.)

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Percentage of Work to be Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Copy this sheet if more space needed)

By submission of a bid, a bidder attest to having possession of a duly issued valid contractor's license issued by the State of California. Such license authorizes a bidder to contract to perform type of work required by the specifications. Should the bidder fail to provide below, the number and classification of bidder's State of California Contractor's License, the Owner may reject this bid.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
 (City) (State) (Zip)

TELEPHONE NUMBER: \_\_\_\_\_

STATE OF CALIFORNIA LICENSE NO.: \_\_\_\_\_

STATE OF CALIFORNIA LICENSE CLASSIFICATION: \_\_\_\_\_

\_\_\_\_\_  
 Contractor's Signature

\_\_\_\_\_  
 Date

**ATTACHMENT E – BID FORM**

**REQUEST FOR BID  
BID FORM**

DESCRIPTION	COST
Fire Station #31 Rehabilitation	
TOTAL BID ( in numbers	
TOTAL BID ( in words)	

BID ALTERNATES	COST (in words)	COST (numerically)
BID ALTERNATE #1		

**ADDENDA**

Bidder acknowledges receipt of the following addendum (if issued):

- Addendum 1: \_\_\_\_\_
- Addendum 2: \_\_\_\_\_
- Addendum 3: \_\_\_\_\_
- Addendum 4: \_\_\_\_\_
- Addendum 5: \_\_\_\_\_

\_\_\_\_\_  
Respectfully submitted, (Legal Name of Firm)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_(Seal)  
(If Bidder is a corporation, show State in which incorporated.)

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.



**EXHIBIT A – PERFORMANCE BOND**

Know all Persons by These Presents:

THAT WHEREAS, Lathrop Manteca Fire District, has awarded to \_\_\_\_\_, as principal, hereinafter designated as the "CONTRACTOR," a contract for the work described as follows:  
\_\_\_\_\_.

AND WHEREAS, the CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof.

NOW THEREFORE, we the undersigned CONTRACTOR and Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120, are held and firmly bound unto Lathrop Manteca Fire District, in the sum of \_\_\_\_\_ DOLLARS (\_\_\_\_\_), to be paid to the said Lathrop Manteca Fire District, its successors and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above CONTRACTOR, their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Lathrop Manteca Fire District its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications. All terms and conditions as set forth in the General Conditions, as supplemented, to the contract are incorporated by reference and Surety acknowledges that it is bound thereby, including the disputes clauses(s) therein.

In the event the DISTRICT brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by above CONTRACTOR in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_  
day of \_\_\_\_\_ 2020.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(Seal)  
Name of Surety

\_\_\_\_\_  
CONTRACTOR

By:

\_\_\_\_\_  
Attorney-in-fact



**EXHIBIT B – PAYMENT BOND**

Know all Men by These Presents:

THAT WHEREAS, Lathrop Manteca Fire District, has awarded to \_\_\_\_\_,  
as principal, hereinafter designated as the "CONTRACTOR," a contract for the work  
described as follows: \_\_\_\_\_.

AND WHEREAS, the CONTRACTOR is required by the provisions of Chapter 7, Title 15,  
Part 4, Division 3, Section 3247 et seq., Civil Code, to furnish a bond in connection with  
said contract, as hereinafter set forth.

NOW THEREFORE, we the undersigned CONTRACTOR and Surety, are held and firmly  
bound unto Lathrop Manteca Fire District for the sum of  
\_\_\_\_\_ (\_\_\_\_\_). Said sum being determined in  
accordance with the provisions of Section 3248 of the Civil Code, for which payment will  
and truly to be made we bind ourselves, our heirs, executors and administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above CONTRACTOR, their heirs, executors, administrators, successors or  
assigns, or SUBCONTRACTOR'S, shall fail to pay any materials, provisions, provender  
or other supplies or teams, implements or machinery, used in, upon, for, or about the  
performance of the work contracted to be done, or for any work or labor thereon of any  
kind, or for amounts due under the Unemployment Insurance Act with respect to such  
work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the  
Civil Code, and provided that the claimant shall have complied with the provisions of said  
Code, the surety or sureties hereon will pay for the same in an amount not exceeding the  
sum specified in this bond, otherwise the above obligation shall be void. In case suit is  
brought upon this bond the said surety and/or sureties will pay a reasonable attorney's fee  
to be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies or corporations  
entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action  
to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no 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 anyway affect  
its obligations on this bond, and it does hereby waive notice of any such change, extension  
of time, alteration or addition to the terms of the contract or to the work or to the  
specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_(Seal)

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_  
Attorney-in-fact

## EXHIBIT C – REGULATIONS

### **10162. Disqualification, removal, etc. from federal, state or local government project; questionnaire; rejection of bid.**

The department shall require from all prospective bidders the completion, under penalty of perjury, of a standard form of questionnaire inquiring whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law of a safety regulation, and if so to explain the circumstances.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

### **7028.15. License required to submit bid to public agency; Exceptions.**

- (a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefore, except in any of the following cases:
  - (1) The person is particularly exempted from this chapter.
  - (2) The bid is submitted on a state project governed by Section 10164 of the Public Code or on any local agency project governed by Section 20103.5 of Public Contract Code.
- (b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the COUNTY jail for not less than 10 days nor more than six months, or both.
- (c) This section shall not apply to a joint venture license, as required by Section 7029.1; however, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- (d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTOR'S to render services within the scope of their respective practices.
- (e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a

contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citation shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a CONTRACTOR who is not licensed pursuant to this chapter is void.

- (f) Any compliance or non-compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- (g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

**EXHIBIT D – SAMPLE CONSTRUCTION CONTRACT**

**SAMPLE AGREEMENT BETWEEN THE LATHROP MANTECA  
FIRE DISTRICT AND SELECTED CONTRACTOR**

**AIA DOCUMENT A101- 2017**