

**OCEANO COMMUNITY SERVICES DISTRICT**

**NOTICE INVITING BIDS**

**FOR**

**2019 GENERATOR REPLACEMENT PROJECT**

**OCEANO, CA  
CONTRACT NO. 2019-01**

**OCEANO COMMUNITY SERVICES DISTRICT  
NOTICE TO BIDDERS**

Notice is given that sealed bids will be received at the District office District at 1655 Front Street  
before 3:00 p.m. on Tuesday,  
July 2, 2019 ("Bid Deadline"), for the following public works project:

**2019 GENERATOR REPLACEMENT PROJECT  
OCEANO, CA  
CONTRACT NO. 2019-01**

Bids will be opened and declared by the Business and Account Manager District at 3:15 p.m. on July 2, 2019 at a public meeting at 1655 Front Street, Oceano, CA, 93445.

Any bid received at the District Office at or after 3:00 p.m. on the date specified above will not be accepted, and will be returned to the bidder unopened.

Bids are required for the entire work described in the Contract Documents. The award of the contract, if it be awarded, will be to the responsible bidder with the lowest responsive bid price on the **GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS**. The District does not currently include any additive bid items on the bid sheet but reserves the right to include an additive bid item with an addendum if necessary. If an additive bid item is included with an addendum, then the addendum will state how the lowest responsive bid price will be determined. The District reserves the right to the award of the contract after the lowest responsible bidder has been determined, and the bidder is bound by its bid amount for said additive bid items. Such award, if made, will be made within 90 calendar days after the opening of proposals, and bidder agrees to be bound by its bid, including all of its bid prices, for the entire 90 day period. The District reserves the right to reject all bids and the right to self-perform the work as provided by Public Contract Code Section 22038. The District's Contract No. 2018-01 is not federally funded.

**Description of Work**

The work is comprised of providing all necessary labor, materials, equipment, and supervision to install a permanent replacement emergency generator serving the Sheriff Substation and the Five Cities Fire Authority fire station in Oceano, California as specified herein and as shown on the Contract Drawings. The work will include grading and construction of a new concrete pad per the structural engineering specifications, installation of the generator, connecting to existing electrical conduit, removing existing conductors and replace with new conductors, removal of the existing manual transfer switches and installing new automatic transfer switches per plan and testing of the newly installed emergency generator system.

The generator unit and the automatic transfer switches have been acquired by the District and will be provided as owner supplied equipment. It is located at the District's utility yard at 1935 Wilmar Avenue, Oceano, Ca and the contractor must transport it from its current location to the location it will be installed. The generator unit provided by the District is (1) 218, 176 hp Cummins Model QSB5-G13 diesel engine, EPA Family Number JCEXLO275AAK, Tier 3, Serial # D190547499 driving a 60kw electrical generator.

The work is located at 1687, 1681 and 1655 Front Street (Highway One), Oceano, California. The contractor must comply with permit conditions established by the County of San Luis Obispo (PMTC2018-00004), the condition established in Authority to Construct (ATC) 6697 issued by the San Luis Obispo County Air Pollution Control District.

### **Bid Documents**

The following collection of documents are designated as the Bid Documents:

- (i) Notice Inviting Bids.
- (ii) Instructions to Bidders.
- (iii) Blank Bid Form.
- (iv) Construction Contract between District and Contractor.
- (v) General Conditions.
- (vi) Special Provisions and Technical Specifications.
- (vii) Plans and Drawings.
- (viii) Bidding Addenda.
- (ix) Reports, Supplements, Attachments, Modifications, and Exhibits attached to the above items including the following:
  - a. County of San Luis Obispo Construction Permit PMTC2018-00004
  - b. County of San Luis Obispo Air Pollution Control District Authority to Construct (ATC) 6697
  - c. Geotechnical Engineering Report prepared by Earth Systems dated July 26, 2018
  - d. Geotechnical Engineering Review of Project Plans and Details prepared by Earth Systems dated August 2, 2018
  - e. District Supplied Equipment

**NOTICE PURSUANT TO THE  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Act)**

The District's estimated project costs are less than \$200,000 and noticing is being provided pursuant to the Act.

In accordance with Public Contract Code 22034(a)(2), a notice inviting informal bids including a description of the project in general terms and how to obtain more detailed information about the project, and the time and place for submission of bids, has been emailed to the following construction trade journals:

| Required Journals  | San Luis Obispo County Journals   |
|--|---|
| Construction Bidboard (Ebidboard)<br>11622 El Camino Real, #100<br>San Diego, CA 92130<br>Phone: 800-479-5314<br>Email: support@ebidboard.com<br>Website: www.ebidboard.com        | Central Coast Builders Association<br>242 East Romie Lane<br>Salinas, CA 93907<br>Phone: 831-758-1624<br>Email: staff@ccbabuild.com<br>Website: www.ccbabuilds.com          |
| Dodge Data & Analytics<br>830 Third Avenue, 6th Floor<br>New York, NY 10022<br>Phone: support@construction.com<br>Email: support@construction.com<br>Website: www.construction.com | San Luis Obispo County Builders Exchange<br>153 Cross Street, #130<br>San Luis Obispo, CA 93401<br>Phone: 805-543-7330<br>Email: info@slocbe.com<br>Website: www.slocbe.com |

Obtaining detailed information, which is the Bid package, (also referred to herein as the “Contract Documents”) are posted on the District’s website:

<http://www.oceanocsd.org>

If the website and/or links are not providing access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

Any changes, additions, or deletions to these Contract Documents will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective bidders must check the website for addenda or other relevant new information at up to 5:00 p.m. the day before the prescribed date/time for submittal of bids. The District is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

All bidders are required to acknowledge and confirm receipt of every addendum in their bid proposal.

All bidder Requests for Information must be submitted no later than 3:00 p.m., 5 business days prior to the bid opening date. Requests submitted after said date may not be considered. All questions pertaining to the content of this invitation to Bid must be made in writing through the District website. Questions and responses will be posted on the District website and can be

viewed by accessing the Invitation to Bid located at the District website. The identity of the entity submitting the question will not be posted. The District reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

The bidder must have either a Class A license or a combination of class C licenses that make up a majority of the work at the time the Contract is awarded (Public Contract Code § 3300). When the bidder holds a combination of Class C licenses, all work to be performed outside of the bidder's license specialties, except work that is incidental or supplemental to the licenses of the bidder, shall be performed by licensed Subcontractors in compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code)

Pursuant to section 1770 et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor, and the debarment of Contractors and Subcontractors. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Copies are available at the District Office or at the DIR website, <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Public Contract Code section 1771.1:

- A Contractor or Subcontractor shall not be qualified to bid on, be listed in the Bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of this public works project, unless currently registered with the Department of Industrial Relations and qualified to perform work pursuant to Labor Code section 1725.5. It is not a violation of this section 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.
- This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bids must be submitted under sealed cover plainly marked as a bid and identified with the project number, the date and time for receipt of sealed bids, and the name of the bidder.

Bids must be accompanied by cash, a certified or cashier's check, or a bidder's bond in favor of the District in an amount not less than ten percent (10%) of the submitted total base Bid.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure performance under the Contract or, in the alternative, request the District to make payment of retention to an escrow agent.

The successful bidder will be required to furnish the District with payment and performance bonds, with each issued by a California admitted surety insurer equal to 100% of the Contract Price.

By order of the General Manager of the Oceano Community Services District, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_  
Paavo Ogren, General Manager  
Oceano Community Services District

## **INSTRUCTIONS TO BIDDERS**

### **1. CONTRACT DOCUMENTS**

The Contract Documents may be obtained from the District at the location specified in the Notice to Bidders.

The Contract Documents include the Notice to Bidders, Instructions to Bidders, Bid Forms, Agreement, General Conditions, Technical Provisions, and Project Plans and Specifications, and documents incorporated by reference therein.

Contract Documents can also be obtained from the District website at:

<http://www.oceanocsd.org>

If the website and/or links are not providing access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Contract Documents.

### **2. JOB SITE AND CONTRACT DOCUMENT EXAMINATION**

Bidders are responsible for examining the job site and the Contract Documents, including any Addenda issued prior to the Bid Deadline, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors licensing requirements, availability of required insurance, and other factors that could affect the work. Bidders are responsible for consulting the standards referenced in the Contract Documents.

Submission of a Bid is a bidder's acknowledgment that the bidder has examined the job site and bid documents and is satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the Contract Documents

### **3. PRE-BID CONFERENCE**

A pre-bid conference will not be held for this Contract.

### **4. ADDENDA**

The District reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, will be made by written Addenda. All Addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code section 4104.5, if the District issues an Addendum that includes material changes to the work less than 72 hours prior to the Bid Deadline, the District will extend the Bid Deadline. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid Deadline.

All Addenda issued will be posted on the following website: <http://www.oceanocsd.org>

Interested persons should be aware that the District is currently upgrading its website. If the website and/or links are not providing access to the bid package and related information, please contact the District's Business and Accounting Manager at 805-481-6730.

Prospective bidders must check the website for addenda or other relevant new information during the response period. The District is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

All bidders are required to acknowledge and confirm receipt of each and every addendum in their Bid. Failure to acknowledge all Addenda may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

## **5. ENGINEER'S ESTIMATE**

Any engineers estimate provided by the District relating to this work has been provided strictly for informational purposes, and cannot be relied upon by any bidder as representing an accurate estimate of the value of the work. The purpose of providing any such engineer's estimate is simply to provide each potential bidder with some preliminary information relating to whether the work may be within its bonding capacity and available resources. Under no circumstance may a bidder rely upon the engineer's estimate as representing a reasonable value of the work.

## **6. COMPLETION OF BID FORMS**

Prepare bids using only copies of the Bid Forms, which are included in the Contract Documents issued by the District. The use of Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids must be executed by an authorized signatory as described in these Instructions to Bidders. Bidders must fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders must not delete, modify, or supplement the printed matter on the Bid Forms or make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Bid Forms may result in a Bid being deemed nonresponsive and not eligible for award of the Contract.

## **7. LICENSING REQUIREMENTS**

Pursuant to section 7028.15 of the Business and Professions Code, bidders must possess licenses issued by the California Contractors State License Board for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted.

The District has determined that bidders must have the class of license designated in the Notice to Bidders to be eligible for award of this Contract. The Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5. Failure of the bidder to obtain proper and adequate licensing for award of the Contract constitutes a failure to execute the Contract and shall result in the forfeiture of the security of the bidder.

## **8. REGISTRATION REQUIREMENTS**

A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or engage in the performance of this Contract unless currently registered with the California Department of Industrial Relations and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of Labor Code section 1725.5 for an unregistered Contractor to submit a Bid on this Contract provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time this Contract is awarded.

## **9. BID SECURITY**

Each Bid shall be accompanied by Bid Security consisting of: (a) cash; (b) a certified check made payable to the Oceano Community Services District; (c) a cashier's check made payable to the Oceano Community Services District; or (d) a bidder's bond in favor of the Oceano Community Services District executed by the bidder as principal and surety as obligor, in an amount not less than 10% of the total base Bid.

The surety insurer shall be admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. The cash, check, or bidder's bond shall be given as a guarantee that the bidder: (1) will execute the Contract if it is awarded to the bidder, and (2) shall provide the required payment and performance bonds and insurance certificates and endorsements as required by the Contract Documents. Failure to provide the required documents may result in forfeiture of the Bid Security and the District may award the Contract to another bidder or may call for new Bids.

## **10. BID ITEM LIST**

Bidder shall submit a Bid based on the bid item quantities the District shows on the Bid Item List. The Bid Item List is included in the Bid Forms.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided:



- A. If the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.
- B. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the District's final estimate of cost.

#### **11. DESIGNATION OF SUBCONTRACTORS (Public Contract Code 4100-4114)**

On the *Designation of Subcontractors - Base Bid and the Designation of Subcontractors – Base Plus Additive Bid forms*, Bidders shall list each Subcontractor to whom the bidder proposes to directly subcontract portions of the work in an amount in excess of 1/2 of one percent of the total Bid. The *Designation of Subcontractors* forms for listing Subcontractors are included in the Bid Forms.

For each Subcontractor listed, the *Designation of Subcontractors* forms must show:

1. Business name and the location of its place of business.
2. California contractor license number.
3. Public works contractor registration number
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Description of portion of subcontracted work
  - 4.2. Bid item numbers for the work involved in the portion of work listed
  - 4.3. Percentage of the total Bid for each bid item listed

#### **12. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, Contractors or Subcontractors may not perform work on a public works project with a Subcontractor who is ineligible to perform work on a public project pursuant to section 1777.1 or section 1777.7 of the Labor Code. Any contract on a public works project entered into between a Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract. Any public money that is paid to a debarred Subcontractor by the Contractor shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor used on the work

A list of Contractors barred by the Division of Labor Standards Enforcements is available on the following Department of Industrial Relations website:

<http://www.dir.ca.gov/dlse/debar.html>

#### **13. DECLARATION OF NONCOLLUSION**

The *Declaration of Noncollusion* form shall be signed, under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Any Bid made without such declaration, or believed to be made in violation thereof, may be rejected.

#### **14. IRAN CONTRACTING ACT CERTIFICATION**

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. with its Bid. The certification is included in the Bid Forms section of the Contract Documents.

#### **15. SIGNING OF BIDS**

All Bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the bidder to each Bid and to any Contract.

If the bidder is a corporation, the legal name of the corporation shall be set forth on the Bid Proposal Form with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a partnership, the true name of the firm shall be set forth on the Bid Proposal Form with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the bidder is an individual, his or her signature shall be placed on the Bid Proposal. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

#### **16. SUBMISSION OF SEALED BIDS**

Once the Bid Forms have been completed and signed as set forth herein, place them, along with the Bid Security and other required materials, in an envelope, sealed, addressed, and delivered or mailed, postage prepaid, to the District as indicated in the Notice to Bidders. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered. Bids must be plainly marked as a Bid and identified with the Project number, the date and time of receipt of sealed Bids, and the name of the bidder.

#### **17. DELIVERY AND OPENING OF BIDS**

Bids will be received by the District at the address shown in the Notice to Bidders prior to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date and time indicated.

Bids will be opened as stated in the Notice to Bidders, and the amount of each Bid will be read aloud and recorded. All bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

#### **18. WITHDRAWAL OF BID**

Any bidder may withdraw its Bid by written request any time prior to the time set forth in the Notice to Bidders for the opening of Bids by notice to the District's Business and Accounting Manager at 1655 Front Street, Oceano, CA 93445. Such notice shall be in writing signed by the bidder and shall be received, and date-stamped and time-stamped by the District. Withdrawn Bids may be resubmitted on or before the time set forth in the Notice to Bidders for receipt of Bids provided that they are in full conformance with the Contract Documents. Once submitted, all Bids are irrevocable, except as otherwise provided by law. Each bidder agrees by submitting a Bid that its Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of at least 90 days after Bid opening. Any request for District's consent to permit a bidder to withdraw a Bid after the Bid Deadline must be made in accordance with Public Contract Code section 5100 et seq., including, but not limited to, submission of written notice to the District within 5 business days after Bid opening specifying in detail how the mistake occurred.

#### **19. RESERVATION OF RIGHTS**

The District reserves the right to reject any or all bids, and to waive discrepancies, irregularities, informalities, or any other error in the bid or bidding, if to do so seems to best serve the public interest. The right of the District to waive errors applies even if the Contract Documents state that a discrepancy, irregularity, informality, or other error make a bid nonresponsive, so long as the error does not constitute a material error.

The District reserves the right, in its sole discretion, to: judge the bidder's representations as stated in the Bid forms and any post-Bid information to determine whether or not bidder is qualified to perform the work; be the sole judge regarding the suitability of the products, services, or supplies offered; to not purchase all items or the full quantity of each item listed in the Bid Item List; reject any or all Bids; waive any deficiencies, irregularities, or informalities in any Bids or in the bidding process; modify, cancel, or withdraw the Notice to Bidders; issue a new Notice to Bidders; suspend or abandon the Project; seek the assistance of outside technical experts in Bid evaluation; require a bidder to provide a guarantee (or guarantees) of the Contract by a third party; and not issue a Notice to Proceed after execution of the Contract. In submitting a Bid in response to the Notice to Bidders, the bidder is specifically acknowledging the District holds these rights. The Notice to Bidders does not commit the District to enter into a Contract, to reject, in its sole discretion, all Bids, nor does it obligate the District pay for any costs incurred in preparation and submission of a Bid or in anticipation of a Contract. By submitting a Bid, the bidder disclaims any right to be paid for such costs.

**20. BASIS OF AWARD; BALANCED BIDS**

The District will award the Contract to the responsible bidder that submits the lowest responsive Bid, which shall be determined as set forth in the Notice to Bidders and as provided in these Instructions to Bidders and subject to the rights reserved by the District.

**21. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit, or be interested in more than one Bid. However, a person, firm, corporation or other entity that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders submitting a Bid to the District, or submitting a Bid to the District as a prime bidder.

Submitting bids on County Contract 300430 does not preclude a bidder from submitting a bid on District Contract 2018-01.

A firm that the District has hired to provide architectural or engineering services to the District for this Contract before Bid submittal for this Contract is prohibited from all of the following:

- 1. Submitting a Bid;
- 2. Subcontracting for a part of the work; and
- 3. Supplying materials.

**22. INSURANCE REQUIREMENTS**

The successful bidder shall procure and maintain insurance in the forms, in the amounts and for the durations specified in the General Conditions.

**23. RESPONSIVE BID**

A responsive Bid is a Bid that conforms, in all material respects, to these Instructions to Bidders. Non-responsive Bids will be rejected.

**24. RESPONSIBLE BIDDER**

A responsible bidder means a bidder who has demonstrated the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance in the sole discretion of the District. Any determination of a bidder's nonresponsibility by the District shall be based on the fitness and capacity of the bidder to satisfactorily perform the obligations of the Contract, whether or not the bidder is qualified to perform those obligations, whether or not the bidder is trustworthy, and such other bases as may be relevant.

**25. EVIDENCE OF RESPONSIBILITY AND ADDITIONAL INFORMATION**

In addition to other provisions of the Bidding Requirements, upon the request of the District, a bidder whose Bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence to District showing the bidder's financial resources, experience in the field, and organization and other factors evidencing bidder's ability to successfully execute and complete the Contract.

**26. AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible bidder, the District may award the Contract or reject all Bids. Once the District notifies the selected bidder of the award, the bidder will have 10 business days from the date of the award and tender of Contract to deliver to the District the executed Contract, all of the required bonds, evidence of insurance, and other materials set forth in the Contract Documents. Once the District receives all of the properly executed documents and certifications, the District will deliver the fully executed Contract to the Contractor and issue a Notice to Proceed. If the District's issuance of a Notice to Proceed is delayed due to Contractor's failure to return fully-executed Contract, insurance, bond, and other required documents within 5 working days after the award and tender of the Contract, then Contractor agrees to the deduction of 1 working day from the number of days in the Contract Time for every day of delay in District's receipt of said documents. This right is in addition

to and does not affect the District's right to demand forfeiture of the Bid Security if Contractor persistently delays in providing the required documentation. The Contractor's failure to return all of the required documents within 5 working days may result in the award of the contract to the next lowest bidder or rejection of all bids if, in the General Manager's sole discretion, it is determined that uncertainty in awarding and contract execution for the work impairs the District's ability to meet the deadline established in the District's agreement with the County regarding the permanent utility relocation work for the Oceano Beach Lagoon Bridge Replacement Project.

#### **27. RETENTION AND SUBSTITUTION OF SECURITY**

The District will make monthly progress payments based upon work performed in accordance with the Contract Documents. Unless otherwise specified in the Notice to Bidders, the District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the Contractor, the Contractor may substitute securities for the amount so retained, or in the alternative, request the District make payment to an escrow agent in accordance with Public Contract Code section 22300. Contractor shall have 30 days following award of the Contract to submit a written request to the District to permit substitution of securities or payment of retention to an escrow agent; failure to do so shall be deemed a waiver of the right.

#### **28. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS**

The successful bidder shall deliver to the District two (2) fully executed, identical counterparts of the performance bond and payment (labor and materials) bond in the form supplied by the District and included in the Contract Documents. The penal amount of each bond shall be for one hundred percent (100%) of the total base Bid plus the additive bid items, if added by District. The surety insurer shall be admitted to transact surety business in the State of California, in accordance with Code of Civil Procedure section 995.120. Personal sureties and unregistered surety companies are unacceptable. Failure to furnish a bond within this time may, in the sole discretion of District, result in the forfeiture of the Bid Security.

#### **29. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its Subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. Bidders shall include all applicable taxes and fees that are in effect or reasonably anticipated at the Bid Deadline in all Bid prices.

#### **30. BID PROTEST PROCEDURE**

Bid protests and other challenges to the award of this Contract must comply with Rules Governing Bid Protests and Other Challenges to Awards of Construction Contracts ("Rules"). A copy of the Rules is attached to this Contract as an appendix. In addition, any Bid protest must be submitted in writing to the Oceano Community Services District, 1655 Front Street, Oceano CA 93445; Attention: General Manager.

**END OF INSTRUCTIONS TO BIDDERS**

**OCEANO COMMUNITY SERVICES DISTRICT**

**BID**

**FORMS**

**FOR**

**2019 GENERATOR REPLACEMENT PROJECT**

**OCEANO, CA**

**CONTRACT NO. 2019-01**

**BID PROPOSAL FORM**  
**TO THE BOARD OF DIRECTORS**  
**OF THE OCEANO COMMUNITY SERVICES DISTRICT**  
**2019 GENERATOR REPLACEMENT PROJECT**  
**OCEANO, CA**  
**CONTRACT NO. 2019-01**

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_

(include even if P.O. Box used)

**CITY, STATE, ZIP** \_\_\_\_\_

**PHONE NO: AREA CODE (\_\_\_\_) \_\_\_\_\_**

**FAX NO: AREA CODE (\_\_\_\_) \_\_\_\_\_**

**CONTRACTOR LICENSE NO. \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_**

**PUBLIC WORKS CONTRACTOR REGISTRATION NO: \_\_\_\_\_**

**TAX I.D. NUMBER: \_\_\_\_\_**

**BUSINESS TYPE (Check one): Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_**  
**Limited Liability Company \_\_\_**

**CONTACT PERSON NAME** \_\_\_\_\_

**CONTACT PERSON PHONE No.** \_\_\_\_\_

**CONTACT PERSON E-MAIL** \_\_\_\_\_

**EMPLOYER'S TAX IDENTIFICATION NUMBER** \_\_\_\_\_

Bidder agrees that the Bid and all prices shall remain open and shall not be withdrawn for a period of not less than **90 days** from the Bid Deadline, or until rejected by the District, whichever period is shorter.

**1. ADDENDA**

The undersigned acknowledges and confirms the receipt of the following Addenda:

| <u>Addenda Number</u> | <u>Date</u> |
|-----------------------|-------------|
| _____                 | _____       |
| _____                 | _____       |
| _____                 | _____       |

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.

**2. CERTIFICATION OF INSPECTION OF THE SITE AND CONTRACT DOCUMENTS**

By signing below, bidder certifies that it: has received, carefully examined, and is fully familiar with all of the provisions of the Contract Documents, including all Addenda and attachments, and that said Contract Documents contain sufficient detail regarding the work to be performed; has notified the District of any errors or omissions in the Contract Documents and unusual site conditions; has carefully checked all words, prices, and statements in this Bid Proposal Form; and has visited the job site and conducted such other field investigations which are prudent and reasonable in preparing the Bid. Bidder agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in making the Bid.

**3. BIDDER’S REPRESENTATIONS REGARDING INSURANCE AND BONDS**

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and work required and, if it is accepted by the District, the bidder will enter into a Contract and furnish the bonds, insurance and other documents as required by the Contract Documents within 10 business days after award and tender of the Contract. **By its signature below, the bidder agrees to provide the proper evidence of insurance and bonds within 10 business days after District’s tender of the Contract. Failure to do so may result in forfeiture of Bid Security and rescission of the award by the District.**

**4. CONTRACTORS LICENSE CERTIFICATION.**

The undersigned certifies that:

Contractors License No. \_\_\_\_\_ issued by the California Contractors State License Board (“CSLB”) to the undersigned on, , is current, valid, has not been revoked, suspended or cancelled, and is appropriate to the work to be undertaken.

Contractors License Classification(s): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name of Qualifying Individual: \_\_\_\_\_

**5. TIME FOR COMPLETION**

The bidder agrees that if awarded the Contract, it shall complete the work within 80 calendar days after the date specific in the District’s Notice to Proceed.

## 6. ATTACHMENTS TO THIS BID PROPOSAL FORM

Enclosed herewith (except as otherwise provided for optional forms) and by this reference incorporated herein and made a part of this Bid Proposal Form are the following items:

1. Bid Item List
2. Designation of Subcontractors Base Bid Form
3. Declaration of Noncollusion
4. California Public Contract Code 10162 Questionnaire
5. California Public Contract Code 10232 Statement
6. California Public Contract Code 10285.1 Statement
7. Iran Contracting Act Certification
8. Non-Lobbying Certification for Federal-Aid Contracts
9. Disclosure of Lobbying Activities
10. Bidder's Bond or other Bid Security

Bids are to be submitted for the entire work. The amount for Bid comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

Accompanying this Bid Proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the Oceano Community Services District, for the sum of at least ten percent (10%) of the total of the base bid. The proceeds thereof shall become the property of the District if the Bid is withdrawn after the time fixed in the Notice to Bidders for the opening of Bids, or if, in case this Bid is accepted by the District and such bidder has received written notice that the Contract has been awarded to him/her, the undersigned shall fail within 15 business days to execute the Contract with the District and furnish all documents required in the Bid Documents. Otherwise, said Bid Security, except a bidder's bond, will be returned to the undersigned.



**7. BIDDER'S ORGANIZATION AND SIGNATURE AUTHORIZATION**

The undersigned certifies that he/she/they is/are authorized to sign this Bid and any subsequent Contract on behalf of the bidding firm or company and that the nature of this bidding firm is an individual, partnership, corporation, or limited liability company with the principals or authorized officers of the firm listed as follows:

Nature of Firm:

(Corporation, Partnership, Individual, etc.) \_\_\_\_\_

Principal Officers/Partners/Members: \_\_\_\_\_

\_\_\_\_\_

Name of President of Corporation: \_\_\_\_\_

Name of Secretary of Corporation: \_\_\_\_\_

Corporation is organized under laws of State of \_\_\_\_\_, and is authorized to transact business in the State of California.

\_\_\_\_\_  
Company/Contractor Legal Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print/type)

\_\_\_\_\_  
Title (print/type)

\_\_\_\_\_  
Date

**BID FORM - BID ITEM LIST**

**BASE BID**

| ITEM NO.              | CODE NO. | DESCRIPTION OF ITEM  | APPROX. QUANTITY | UNIT OF MEASURE | UNIT PRICE (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS |
|-----------------------|----------|--|------------------|-----------------|--|-----------------------------|
| 1                     |          | Construction staking, site preparation and concrete pad install. | 1                | LS              |  |                             |
| 2                     |          | Electrical Rough-In, Generator Installation and Testing          | 1                | LS              |  |                             |
| 3                     |          | Generator Placement  | 1                | LS              |  |                             |
| <b>TOTAL BASE BID</b> |          |  |                  |                 |  |                             |

***ADDITIVE BID ITEM 1 - None***

| ITEM NO.                  | CODE NO. | DESCRIPTION OF ITEM | APPROX. QUANTITY | UNIT OF MEASURE | UNIT PRICE (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS |
|---------------------------|----------|---------------------|------------------|-----------------|--|-----------------------------|
|                           |          |                     |                  |                 |  |                             |
| <b>TOTAL ADDITIVE BID</b> |          |                     |                  |                 |  |                             |

|   |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| <b>GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS</b> |  |  |  |  |  |  |
|---|--|--|--|--|--|--|

Name of bidder \_\_\_\_\_

Signature of bidder \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS – BASE BID**

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractors license number of each Subcontractor who will perform work or labor, or render service to the undersigned 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 one percent of the undersigned Prime Contractor's Total Bid.
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

| Bid Item No. | Description of Trade/Portion of Work | Subcontractor Name | License No. | DIR Reg No.** | Business Address | Percent of Total Bid |
|--------------|--------------------------------------|--------------------|-------------|---------------|------------------|----------------------|
|              |                                      |                    |             |               |                  |                      |
|              |                                      |                    |             |               |                  |                      |
|              |                                      |                    |             |               |                  |                      |
|              |                                      |                    |             |               |                  |                      |
|              |                                      |                    |             |               |                  |                      |
|              |                                      |                    |             |               |                  |                      |
|              |                                      |                    |             |               |                  |                      |

By: \_\_\_\_\_  
 (Bidder's Company Name)

NOTES: \*When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

## DECLARATION OF NONCOLLUSION

In accordance with Public Contract Code Section 7106, the bidder declares as follows:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name] of bidder], 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].

Signed: \_\_\_\_\_

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

If the bidder fails to complete and properly sign this declaration, the Bid will be considered non-responsive and will be rejected.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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.

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

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

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

The bidder, 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 bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

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

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

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10285.1  
STATEMENT**

The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_ , has not \_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided (above).**

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

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

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

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**

**(Public Contract Code section 2200 et seq.)**

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status regarding the Iran Contracting Act of 2010 (Public Contract Code section 2200 et seq.) is true and correct:

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for work does not exceed \$1,000,000.

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

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.



**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_  
\_\_\_\_\_

as Principal, and \_\_\_\_\_  
\_\_\_\_\_

as Surety, are held and firmly bound unto the Oceano Community Services District, County of San Luis Obispo, State of California (hereinafter called "District") in the penal sum of Ten Percent (10%) of the total aggregate amount of the base Bid of the Principal above named, submitted by said Principal to the 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 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 whereas a bid to District for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_, 20\_\_\_\_, has been submitted by Principal to District for:

**2019 GENERATOR REPLACEMENT PROJECT  
OCEANO, CA  
CONTRACT NO. 2019-01**

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the District in the event of any of the following:

- (1) The aforesaid Principal withdraws said bid after the time fixed in the Notice to Bidders for the opening of bids; or,
- (2) Principal fails to provide the District within the time(s) specified in the aforesaid contract documents all of the completed DBE documents required to perfect the Principal's bid before the contract is awarded; or
- (3) Principal fails, within fifteen (15) business days after receipt of written notice that the contract has been awarded to Principal, to enter into a written contract with District, in the prescribed form, in accordance with the bid as accepted, and file with the District the certificates of insurance as stipulated in Article 11 of the General Conditions and the two bonds (in the prescribed forms), one to guarantee faithful performance and the other to guarantee payment for labor and materials.

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

In the event suit is brought upon said bond by District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

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

day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

Principal

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

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

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

Surety

\_\_\_\_\_

\_\_\_\_\_

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.