

TO ALL FORMAL BIDDERS

**CHECKLIST OF FORMS TO BE RETURNED TO CMWD**

**LAKE CASITAS RECREATION AREA  
ROADS MAINTENANCE**

**SPECIFICATION NO. 15-384**

Notice Inviting Bids  
Instructions to Bidders  
Proposal  
Bidding Sheet  
Bidder's Plan for Construction  
Bidder's Statement of Subcontractors  
Bidder's Bond  
Certification of Nonsegregated Facilities  
Bidder's Questionnaire  
Non Collusion Declaration

RETURN TO

**Casitas Municipal Water District  
1055 Ventura Avenue  
Oak View, CA 93022**

*Bids will be received at the office of the  
Casitas Municipal Water District  
until 3:00 p.m.  
on Thursday, December 1, 2016*

# CASITAS MUNICIPAL WATER DISTRICT

## NOTICE INVITING BIDS

### LAKE CASITAS RECREATION AREA ROAD MAINTENANCE SPECIFICATION NO. 16-390

Sealed bids for the above referenced project and specification will be received by the Casitas Municipal Water District up to **3:00 p.m. on Thursday, December 1, 2016**, at the office of the District, 1055 Ventura Avenue, Oak View, California, 93022, at which time they will be opened and publicly read aloud. Each bid shall be made out on a form to be obtained from the Casitas Municipal Water District. Each bid must be accompanied by a certified check, a cashier's check, or by a bid bond executed by a corporate surety satisfactory to the Casitas Municipal Water District, in the sum of not less than ten (10) percent of the total amount of the bid, as a guarantee that the bidder will enter into the proposed contract, if it be awarded to them. The guarantee will be forfeited, should the bidder to whom the contract is awarded fail to enter into the contract.

The bidder to whom the contract is awarded may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience.

**In accordance with the provisions of Section 1770-1784 of the California Labor Code, the Casitas Municipal Water District has ascertained the general prevailing rate of wages applicable to the work to be done.** It shall be mandatory upon the Contractor to whom the contract is awarded, and upon the subcontractor under them, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale can be obtained on the internet at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html).

**All bidders and their subcontractors shall be registered with the California Department of Industrial Relations (DIR). Failure of the bidder or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All contractors and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.**

The District reserves the right to waive any formalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to retain all bids for a period of thirty (30) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The contract documents shall consist of this Notice Inviting Bids, the Instructions to Bidders, Formal Proposal with Bidding Sheet and Bidder's Plan for Construction, Form of Agreement, Specifications and Drawings, and any changes made by issuance of a supplemental notice.

**No formal pre-bid conference is scheduled for this project.** Bidders may contact Neil Cole, P.E. at (805) 649-2251 ext. 107 to schedule a time to visit the site. Complete bid package (plans and specifications) may be examined and **downloaded free of charge** from our website at: <http://www.casitaswater.org/lower.php?url=bidding-jobs>. Copies may be ordered from Casitas for thirty

(\$30) dollars, or mailed to you for one hundred (\$45) dollars. Please allow 3 working days to print a complete bid package plus mailing time. No refunds will be made.

## **INSTRUCTIONS TO BIDDERS**

Proposal. The proposal shall be submitted on the separate bid forms accompanying these specifications, designated "Proposal" and made a part of these specifications. The proposal shall be enclosed in a sealed envelope marked "Bid" addressed to Casitas Municipal Water District, 1055 Ventura Avenue, Oak View, California, 93022, and shall be endorsed with the name of the project as set forth in the Notice Inviting Bids.

The sealed proposals will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders, or their authorized agents, are invited to be present.

The proposal shall give the price, both in words and in figures, for which the bidder proposes to do the work required by the Specifications and the accompanying Drawings. In the event of disagreement between words and figures, the words will govern and the figures will be disregarded. In the event that the unit price and the total amount named by any bidder for any item are not in agreement, the unit price shall govern and the totals shall be corrected to conform thereto. The bidder shall fill out all blanks of the proposal forms as therein required.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal, and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternate proposals will not be considered unless asked for. No oral or telephonic proposals or modifications will be considered.

The District reserves the right to waive any informalities which, in the opinion of the Board of Directors, do not materially affect the relationship of the various proposals. The District reserves the right to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

The proposal may be withdrawn upon request by the bidder without prejudice to themselves prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or their duly authorized representative, and is filed with Casitas Municipal Water District.

Proposal Signature. If the proposal is made by an individual, it shall be signed and proposer's full name and address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

Competency of Bidders. In selecting the bidder for award of the contract, consideration will be given not only to the total amount of the bid, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, the District will require bidders to submit a statement of their technical ability, safety record and experience. The District reserves the right to require a statement of the lowest bidder's current financial condition prior to acceptance of the proposal. If requested, such statement shall be prepared on Bidder's Questionnaire forms furnished by the District, shown on pages A-25 through A-31

Bidders' Plan for Construction. As part of the proposal, bidders must furnish a detailed statement of the plan or layout for performing the work. As preparation for the foregoing, each Bidder shall examine carefully the site of the proposed work and the contract documents therefore. It will be assumed that the bidder has investigated, and is satisfied as to, the conditions to be encountered; the characters, quality, and quantities of work to be performed; the quality and quantities of the materials to be furnished, and the requirements of the contract, specifications, and drawings.

Subcontracts. Subcontracts will be permitted, subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements, or any other provision of the main contract. Individual subcontractors, or members of the contracting or subcontracting organizations personally engaged upon the work, shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to wages, hours of work, character of workmen and certified payrolls.

Reference is hereby made to the provisions of Chapter 2 of Division 5 of Title 1 of the Government Code of the State of California, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act", which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be made subject to the consequences named in sections 4110 and 4111 of said Act, in the event of his violation thereof. Each bidder shall, in their bid or offer, set forth: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Prime Contractor's total bid; and (2) the portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontract for each such portion as defined by the Contractor in their bid. If the Contractor fails to specify a subcontractor, or if the Contractor specifies more than one subcontractor for the same portion of the work to be performed under this contract in excess of one-half of one percent of the Contractor's total bid, the Contractor agrees that they are fully qualified to perform that portion, and that they shall perform that portion themselves.

Subcontractors. Bidders must furnish as a part of the proposal, a complete listing of names, addresses, Department of Labor Relations Registration Number (DIR No.) and contractor license number of all subcontractors who will perform work in an amount in excess of one-half (1/2) of one percent (1%) of the total bid price, and a statement of the work which will be done by each subcontractor. The required statement shall be on the form of Bidder's Statement of Subcontractors, accompanying these specifications.

Prevailing Rate at Per Diem Wages. In accordance with the provisions of Section 1770-1784 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under contractor, to pay not less than the specified rates to all laborers, surveyors and mechanics employed by Contractor in the execution of the contract. The wage can be viewed on the internet at [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). **Final payment for services provided shall not be distributed until receipt of proof of prevailing wage payments.**

**The Contractor and all subcontractors shall be subject to Executive Order 12549, “Debarment and Suspension” and Department of Commerce regulations published at 15 CFR Part 26, Subparts A through E, “Governmentwide Debarment and Suspension (Nonprocurement)” for a drugfree work place.**

Disqualification of Bidders. More than one proposal from an individual, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which said Bidder is interested. If there is reason for believing that collusion exists among Bidders, all bids will be rejected, and none of the participants in such collusion will be considered in future proposals.

Return of Proposal Guarantee. Proposal guarantees will be held until the contract has been executed. They will be returned to the respective Bidders whose proposals they accompany upon request.

Insurance and Bonds. The Bidder to whom award is made shall promptly secure Workmen's Compensation Insurance, in accordance with the provisions of the California Labor Code and all amendments thereto, and also shall furnish to the District certificate of insurance showing that they have taken out the insurance of the kinds and in the amounts required under the specifications. The successful Bidder shall also promptly secure, with a reasonable corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the said Bidder of all requirements under the Contract and upon the payment of claims of materialmen and laborers there under. Refer to Summary of Insurance, Bond and Payment Requirements for Various Construction Contracts attached.

Permits. The Contractor, at their sole expense, shall be required to obtain all other permits and/or licenses as required.

Licensing of Contractors. All Contractors submitting bids shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Effective January 1, 1990, Contractors submitting bids must state, under penalty of perjury, the Contractor's license number and expiration date. Any bid not containing this information shall be considered non-responsive and shall be rejected by Casitas (Business & Professions Code 7028.15). The license required for this project is either a A-General Engineering Contractor, C12 Earthwork and Paving.

Failure of the bidder to meet either of the criteria above shall deem the bid proposal non-responsive and the bid proposal will be rejected.

Supplemental Notices. Full consideration shall be given to all Supplemental Notices in the preparation of Bids, as Supplemental Notices form a part of the Contract Documents. Bidders shall verify the number of Supplemental Notices in the bid. Failure to so acknowledge may cause the Bid to be rejected.

Pre-bid Information Requests. All requests for information and questions regarding this bid proposal, the specifications, permits or the plans shall be submitted to the District. The request can be emailed to the District at lcao@casitaswater.com. The District will make a reasonable attempt to respond to the request prior to the bid opening. It is unlikely that any request for information received after **noon on Monday, November 28, 2016** will be responded to by the bid opening.

Award of Contract. The award of the contract by the Board of Directors of the Casitas Municipal Water District, if it is awarded, will be to the lowest responsible bidder or bidders whose proposal complies with all requirements presented herein. Casitas maintains the right to reject any and all bids for any reason and to waive minor irregularities.

Execution of Contract. The Bidder to whom award is made shall execute a written contract with the Casitas Municipal Water District in the form of agreement provided, and shall furnish certificate of Workmen's Compensation Insurance and good and approved bonds as required in the preceding paragraphs, within seven (7) days from the date of the mailing of a notice from the Casitas Municipal Water District to the Bidder, to the address given by them, of the acceptance of their proposal. At this time Contractor shall also provide District with a completed IRS W-9 form (Request of Taxpayer Identification Number and Certification.)

Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Casitas Municipal Water District may award the contract to the second lowest responsible Bidder.

Notice to Proceed shall be issued by the District within fifteen (15) days of the receipt of the bonds, insurance and agreements documents satisfactory to the District and the execution of the Agreement by the District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the District and the Bidder. If the Notice to Proceed has not been issued within the period stated herein, the Bidder may terminate the Agreement without further liability on the part of either party.

## **PROPOSAL**

### **LAKE CASITAS RECREATION AREA-ROAD MAINTENANCE SPECIFICATION NO. 16-390**

TO: Casitas Municipal Water District  
1055 Ventura Avenue, Oak View, California 93022

The undersigned proposes to furnish all materials and labor, and provide all necessary tools and machinery for the completion of the above referenced project and specification, and to perform and complete all the work in the manner set forth, described, and shown in the specifications or on the drawings for the work and in the form of agreement.

The bidder agrees that, upon receipt of written notice of the acceptance of this proposal within seven (7) days after the opening of the bids, bidder will execute the contract in accordance with the proposal as accepted and furnish the required bonds and will secure the required insurance, all within seven (7) days from the date of mailing of said notice of acceptance to them at their address as given below; and that, upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Casitas Municipal Water District as liquidated damages for such failure, and shall be deposited as monies belonging to the Casitas Municipal Water District. If said bidder shall execute the contract, furnish the required bonds, and secure the required insurance, the proposal guarantee check or bond shall be returned to them within five (5) days thereafter.

The bidder declares that they have read the Notice Inviting Bids and the Instructions to Bidders, and agrees to all the stipulations contained therein; that they have examined the site of the work, the form of agreement, the specifications and the drawings therein referred to; that they propose and agree, in the event their bid as submitted in the attached Bidding Sheet be accepted, to enter into a contract to perform all the work mentioned in the agreement and the specifications, and to complete the same within the time stipulated therein; and that they will accept in full payment therefore the amount named in said Bidding Sheet.



The bidder further declares that the surety or sureties named in the space provided below have agreed to furnish bonds in the form and amounts set forth in the Instructions to Bidders, in the event the contract is awarded on the basis of this proposal.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder

(Corporate Seal)

By: \_\_\_\_\_

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

Telephone No. \_\_\_\_\_

Corporation organized under  
the laws of the State of

Bidder's post office address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor's License Number:

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

Surety or Sureties agreeing to furnish bond:

Names and addresses of all members of the  
partnership, or names and titles of all officers of  
the corporation:

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**BIDDING SHEET**  
**LAKE CASITAS RECREATION AREA-ROAD MAINTENANCE**  
**SPECIFICATION NO. 16-390**

Schedule of prices for all work, materials and site cleanup for the above-mentioned project and specification in accordance with these specifications. Any item not specifically mentioned shall be considered incidental to the item to which it pertains. The bidder shall list prices for all bid items. Bids received which do not list prices in succession shall be rejected.

| <b>Bid Item #</b> | <b>Quantity &amp; Unit</b> | <b>Description &amp; Price in Words</b>   | <b>Unit Price</b> | <b>Amount \$</b> |
|-------------------|----------------------------|---|-------------------|------------------|
|                   |                            | <b>Sewer Dump Station Paving</b>  |                   |                  |
| 1                 | LS                         | Grind/remove existing paving and prepare subgrade for the lump sum price of _____ Dollars   | LS                |                  |
| 2                 | 90 tons                    | Provide and compact 6" of Crushed Miscellaneous Base Class for the unit price of _____ Dollars <b>per ton</b>   | _____/ton         |                  |
| 3                 | 45 tons                    | Provide and compact 3" of Asphalt Concrete for the unit price of _____ Dollars <b>per ton</b>   | _____/ton         |                  |
|                   |                            | <b>Campground G</b>   |                   |                  |
| 4                 | LS                         | Grind/remove existing paving and prepare subgrade for the lump sum price of _____ Dollars   | LS                |                  |
| 5                 | 70 tons                    | Provide and compact 6" of Crushed Miscellaneous Base Class for the unit price of _____ Dollars <b>per ton</b>   | _____/ton         |                  |
| 6                 | 35 tons                    | Provide and compact 3" of Asphalt Cement for the unit price of _____ Dollars <b>per ton</b>   | _____/ton         |                  |
|                   |                            | <b>Campground H &amp; O</b>   |                   |                  |
| 7                 | 160 tons                   | Repair and compact damaged areas of existing road base for the unit price of _____ Dollars <b>per ton</b> of Base   | _____/ton         |                  |
| 8                 | 58,000 SF                  | Place SoilTac in the road base material in Campgrounds H & O at the manufacturer recommended rate for the unit price of _____ Dollars per square foot                           | _____/SF          |                  |
|                   |                            | <b>Trout Group Camp</b>   |                   |                  |
| 9                 | 554 SF                     | Patch existing Asphalt Concrete surface with 3" thick Asphalt Concrete at the three identified locations for the unit price of _____ Dollars <b>per square foot</b>             | _____/ SF         |                  |
| 10                | 4800 SF                    | Place SoilTac at the manufacturer recommended rate in the existing base material at the top of Trout Group Camp for the unit cost price of _____ Dollars <b>per square foot</b> | _____/SF          |                  |
|                   |                            | <b>Campground K</b>   |                   |                  |
| 11                | LS                         | Grind, remove existing paving and prepare subgrade for the lump sum price of _____ Dollars  | LS                |                  |
| 12                | 147 tons                   | Provide and compact 6" of Crushed Miscellaneous Base Class for the unit price of _____ Dollars <b>per ton</b>   | _____/ton         |                  |
| 13                | 45 tons                    | Provide and compact 2" of Asphalt Cement for the unit price of _____ Dollars <b>per ton</b>   | _____/ton         |                  |

| Bid Item #                                      | Quantity & Unit | Description & Price in Words  | Unit Price  | Amount \$ |
|---|-----------------|---|-------------|-----------|
|   |                 | <b>Main Road Patches</b> (Main Road has a geotextile mid layer)   |             |           |
| 14  | 5 Set-ups       | Set-up (Mobilization and demobilization) for the unit cost of _____ Dollars per Main Road Patch   | ___/ Set-up |           |
| 15  | 80 SF           | Patch existing Asphalt Concrete surface with 4" thick Asphalt Concrete at identified locations for the unit price of _____ Dollars per <b>square foot</b> | _____/ SF   |           |
|   |                 | <b>TOTAL BASE BID AMOUNT (Items 1-15)</b>   |             |           |
|   |                 | <b>ADDITIVE ALTERNATE- Campground D</b>   |             |           |
| 16A   | LS              | Prepare subgrade for the lump sum price of _____ Dollars  | LS          |           |
| 17A   | 510 tons        | Place 6" thick layer of Road Base with SoilTac in top 3" for the unit price of _____ Dollars <b>per ton</b> of road base.                                 | _____/ton   |           |
| <b>TOTAL ADDITIVE ALTERNATE (Items 16A-17A)</b> |                 |   |             | <b>\$</b> |

The above quantities are based on a lump sum price; measurement and payment for each bid item per Part E of specifications. Bidder will not be released on account of errors. When a discrepancy occurs between the written price and the number listed, the written price shall govern. The Bidder understands that the District reserves the right to reject any or all bids, and to waive any formalities in the bidding.

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

**BIDDER:** \_\_\_\_\_

By: \_\_\_\_\_

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

License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**(CORPORATE SEAL)**

License Classifications: \_\_\_\_\_ DIR No. \_\_\_\_\_

Telephone. No: \_\_\_\_\_ Cell No: \_\_\_\_\_

Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

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

\_\_\_\_\_

**BIDDER'S PLAN FOR CONSTRUCTION**

1. The location for the proposed work was examined on \_\_\_\_\_  
date)  
by \_\_\_\_\_ on behalf of the bidder.  
(name and title)

2. Explain briefly your plan and tentative schedule for performing the proposed work.

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### BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is required to state the name and address of each subcontractor who will perform work in an amount in excess of one-half (2) of one percent (1%) of the total bid price and the portion of the work which each subcontractor will do.

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each and a statement of the work or bid item which will be done by each subcontractor.

|                                |                            |                 |
|--------------------------------|----------------------------|-----------------|
| Subcontractor                  |                            | Portion of Work |
| Location and Place of Business |                            | DIR No.         |
| License No.                    | Expiration Date:    /    / | Phone (    )    |
| Subcontractor                  |                            | Portion of Work |
| Location and Place of Business |                            | DIR No.         |
| License No.                    | Expiration Date:    /    / | Phone (    )    |
| Subcontractor                  |                            | Portion of Work |
| Location and Place of Business |                            | DIR No.         |
| License No.                    | Expiration Date:    /    / | Phone (    )    |
| Subcontractor                  |                            | Portion of Work |
| Location and Place of Business |                            | DIR No.         |
| License No.                    | Expiration Date:    /    / | Phone (    )    |
| Subcontractor                  |                            | Portion of Work |
| Location and Place of Business |                            | DIR No.         |
| License No.                    | Expiration Date:    /    / | Phone (    )    |
| Subcontractor                  |                            | Portion of Work |
| Location and Place of Business |                            | DIR No.         |
| License No.                    | Expiration Date:    /    / | Phone (    )    |

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS,

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

\_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL,

and

\_\_\_\_\_  
\_\_\_\_\_, as SURETY,

are held and firmly bound unto the Casitas Municipal Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Casitas Municipal Water 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 CONDITIONS OF THIS OBLIGATION ARE SUCH,

That whereas the Principal has submitted the above-mentioned bid to the Casitas Municipal Water District, for certain construction specifically described as **Lake Casitas Recreation Area Road Maintenance– Specification No. 16-390** which bids are to be opened at the office of Casitas Municipal Water District on **Thursday, December 1, 2016 at 3:00 p.m.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the heading Instructions to Bidders, after the prescribed forms are presented to him for signature, enters into a written contract, in the form set forth in said specifications, in accordance with the bid, and files the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by Instructions to Bidders and Certificate of Insurance for Workmen's Compensation and Contractor's liability insurance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

Bidder's Bond (Continued)

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the surety shall pay all costs incurred by the Obligee 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

(SEAL)

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

## CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



## **BIDDER'S QUESTIONNAIRE**

### **INSTRUCTIONS**

Pending award of a contract to the lowest bidder, Casitas may require bidders to submit a statement of their current financial condition, technical ability and experience (reference is made to the paragraph on Page A-3 of the Instructions to Bidders entitled "Competency of Bidders").

Each bidder shall be required to complete the attached Bidder's Questionnaire. Each subcontractor for a bidder whose work has a monetary value of 15 percent or more of the total price bid shall also be required to complete the Bidder's Questionnaire and submit said Bidder's Questionnaire(s) with the bid package.

Bidder's Questionnaire (Continued)

**PART I - BIDDER'S STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE**

A. History of Bidder

1. Total years organization doing business. \_\_\_\_\_

2. Has your organization done business under another name? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state name and address of organization(s) and/or names and addresses of owners or principals.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. List all principals, owners, partners and stockholders owning more than 10 percent of a corporation.

Name

Name

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. State the name of your organization's Responsible Managing Employee or Officer.

| <b>Name</b> | <b>State Contractor's License No.</b> | <b>Classification</b> |
|-------------|---------------------------------------|-----------------------|
|             |                                       |                       |
|             |                                       |                       |
|             |                                       |                       |

Bidder's Questionnaire (Continued)

5. List all jobs for which you were either sued by the owner or you sued the owner within the past ten (10) years. Give name of suit, court and number and disposition thereof.

| <b>Name of Suit</b> | <b>Court and Number</b> | <b>Disposition</b> |
|---------------------|-------------------------|--------------------|
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |
|                     |                         |                    |

6. List all jobs for which you asked extra compensation of more than 25 percent of the original contract price.

| <b>Name of Owner</b> | <b>Address</b> | <b>Result</b> |
|----------------------|----------------|---------------|
|                      |                |               |
|                      |                |               |
|                      |                |               |
|                      |                |               |
|                      |                |               |
|                      |                |               |

Bidder's Questionnaire (Continued)

B. Experience

List all of the jobs in which your organization has been involved during the last five years where the predominant type of construction is similar to this job.

1. Project Completion Date<sup>(1)</sup> \_\_\_\_\_  
Value of Contract<sup>(2)</sup> \_\_\_\_\_  
General Description of Work<sup>(3)</sup> \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_  
\_\_\_\_\_  
Party to Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
State whether organization was prime, joint venture, sub or other:  
  
2. Project Completion Date \_\_\_\_\_  
Value of Contract \_\_\_\_\_  
General Description of Work \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_  
\_\_\_\_\_  
Party to Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_  
State whether organization was prime, joint venture, sub or other:  
\_\_\_\_\_

(1) Project Completion Date - If current, state current; if incomplete, state incomplete.  
(2) Value of Contract is the total amount of money paid for your work, including all settlements or judgments.  
(3) General Description of Work should indicate the predominant type of construction; i.e., water pipeline, paving, earthwork, sewer, pump plant, etc.

Bidder's Questionnaire (Continued)

3. Date of Project \_\_\_\_\_  
Value of Contract \_\_\_\_\_  
General Description of Work \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_  
\_\_\_\_\_  
Party to Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

State whether organization was prime, joint venture, sub or other:

3. Date of Project \_\_\_\_\_  
4. Value of Contract \_\_\_\_\_  
General Description of Work \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_  
\_\_\_\_\_  
Party to Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

State whether organization was prime, joint venture, sub or other:

5. Date of Project \_\_\_\_\_  
Value of Contract \_\_\_\_\_  
General Description of Work \_\_\_\_\_  
Name and Address of Owner \_\_\_\_\_  
\_\_\_\_\_  
Party to Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

State whether organization was prime, joint venture, sub or other:

\_\_\_\_\_

**PART II - CONTRACTOR'S STATE LICENSE**

1. List all Contractor's State Licenses issued to your organization or to any of your principals.

| Name of License Holder | Position in Organization | License No. | Classification | Date of Expiration |
|------------------------|--------------------------|-------------|----------------|--------------------|
|                        |                          |             |                |                    |
|                        |                          |             |                |                    |
|                        |                          |             |                |                    |
|                        |                          |             |                |                    |

2. Has your organization or any of the license holders in your organization been refused the issuance of a State Contractor's License or been disciplined by the State Contractor's Board? Yes ( ) No ( )

If yes, please explain.

If yes, please explain. \_\_\_\_\_

**PART III – CONTRACTOR’S SAFETY RECORD**

1. List your firm’s experience modification rate (EMR) for the last 3 years. The EMR is available from your Worker’s Compensation Insurance firm. This is only required from Firms with Worker’s Compensation Insurance premiums in excess of \$50,000.

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| Year  | EMR   | Year  | EMR   | Year  | EMR   |

2. List your firm’s Recordable Incident Rate (RIR) for the last 3 years. Incident Rate information is available from your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employee hours worked}} = \text{RIR}$$

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| Year  | RIR   | Year  | RIR   | Year  | RIR   |

3. List your firm’s Lost Time Incident Rate (LTIR) for the last 3 years. Incident Rate information is available on your OSHA 200/300 Log and from your insurance carrier.

$$\frac{\text{Total number of lost time incidents} \times 200,000}{\text{Total employee hours worked}} = \text{LTIR}$$

|       |       |       |       |       |       |
|-------|-------|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| Year  | LTIR  | Year  | LTIR  | Year  | LTIR  |

Bidder's Questionnaire (Continued)

Casitas has established the following minimum requirements for this project:

EMR – None greater than 1.2 over the last 3 years

RIR - None greater than 9 over the last 3 years

LTIR – None greater than 4 .5 over the last 3 years

4. Do you have a written safety program that includes hazardous communications? \_\_\_\_\_

5. Do you have a substance abuse policy? \_\_\_\_\_

6. Do all new employees complete safety orientation before performing any work activities? \_\_\_\_\_

7. Do you conduct jobsite safety inspections? \_\_\_\_\_

8. Do you conduct and document post accident investigations? \_\_\_\_\_

**PART IV – FINANCIAL CONDITION (This portion only needs to be completed if requested by Casitas after the bid opening)**

1. Submit your firm’s most recent audited financial statement or financial data or other information and references sufficiently comprehensive to permit an appraisal of your current financial condition.

2. Submit your firm’s most recent balance sheet and profit and loss statement.

I certify under penalty of perjury that the foregoing is true and correct.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**NONCOLLUSION DECLARATION  
(MUST BE SUBMITTED WITH BID)**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Company)

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)

\_\_\_\_\_