

**HIGHWAY 1 AUXILIARY LANES
IMPROVEMENT MITIGATION PLANTING**

PROJECT #23TI-012

Volume #03 Bidder Instructions
CUPCAA: BID PROPOSAL



**COUNTY OF SANTA CRUZ, CALIFORNIA
GENERAL SERVICES DEPARTMENT
August 26, 2022 *Date Prepared***

**PROPOSALS DUE:
Wednesday, October 5, 2022 – 2:30 P.M.**

**PRE-BID CONFERENCE:
Tuesday, September 13, 2022 – 10:00 A.M.**

**LOCATION:
Virtual Meeting (MS Teams)**

For use in connection with Santa Cruz County standards and the 2019 California Building Code.

TABLE OF CONTENTS

This CUPCCAA Project procurement **Volume 3** package contains the following Bidder qualifications and quantification documents enumerated in the "Table of Contents" below:

01. Bid Proposal
02. Bid Schedule
03. Bonds
 - A. Bidders
 - B. Payment & Performance
04. Names & Title Form
05. Non-Collusion Affidavit
06. Statement of Compliance
07. Designation of Subcontractors
08. Bidder Qualifications
09. Guaranty to the County of Santa Cruz

01-BID PROPOSAL

For: **PROJECT: HIGHWAY 1 AUXILIARY LANES IMPROVEMENT MITIGATION PLANTING - 23TI-012(A)**

Name of Bidder _____

Business Address _____

Place of Residence _____

Telephone Number: () _____

Fax: () _____

Email: _____

1) All portions of the Bid Proposal must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid Proposal, bidder must provide (1) the Bidders Bond; (2) Names and Titles Form; (3) completed Noncollusion Affidavit signed by bidder; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; and (7) the Guaranty. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) One copy of the Bid Proposal shall be filled in and submitted as the bid.

3) The Bidder, having the appropriate active license required by the State of California; and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by the County of Santa Cruz General Services Department's Facilities Maintenance & Project Operations Division for the **County Administrative Office (CAO) Project #23TI-012 Highway 1 Auxiliary Lanes Improvement Mitigation Planting** having carefully and fully examined the site of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements of the Contract Documents for the sums quoted in this Bid Proposal. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid deadline. Bidder agrees, if requested by County of Santa Cruz, to complete and sign the Contractor Qualification Questionnaire, furnishing all required attachments, and return it to County of Santa Cruz within ten (10) days of date of dispatch by County of Santa Cruz. If the bidder is selected as the apparent lowest responsible bidder, the bidder agrees, within ten (10) days after date of dispatch of Notice of Award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items. If awarded the Contract, the bidder agrees to complete the work within the number of calendar days specified by the Project Manager after the date of the commencement specified in the Notice to Proceed.

4) The bidder and subcontractors must meet the following requirements:

- a) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).
- b) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

c) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5) The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish (1) the **Performance Bond**, (2) the **Payment Bond**, (3) **Certificates of Insurance**, and (4) **Payment Application Schedule of Values**, (5) **Preliminary Project Schedule**, and (6) **other required items** within the time limit specified in the Contract Documents, the County of Santa Cruz may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of Santa Cruz for the difference between the amount of the disqualified bid and the larger amount for which the County of Santa Cruz procures the work plus all of the County of Santa Cruz's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

02-BID SCHEDULE

I will perform the work on the **Project** as set forth in the Contract Documents, prepared by the County of Santa Cruz **General Services Department's** Facilities Maintenance & Project Operations Division for the following price as itemized herein:

01. BONDS AND INSURANCE	\$ _____
02. MOBILIZATION / DEMOBILIZATION	\$ _____
03. TRANSPORTATION OF PLANTINGS	\$ _____
04. OFFLOADING PLANTINGS	\$ _____
05. PRE-INSTALLATION CARE OF PLANTINGS	\$ _____
06. SITE PREPARATION	\$ _____
07. IRRIGATION	\$ _____
08. PLANTINGS	\$ _____
09. BARRIER PROTECTIONS	\$ _____
10. CLOSEOUT	\$ _____
11. WARRANTY PERIOD 1-YR MAINTENANCE OF PLANTINGS	\$ _____

BID TOTAL: \$ _____

ADDITIVE ALTERNATES

01. ADD ALTERNATE #01 4-yr Maintenance Program	\$ _____
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Bidder Submitted Total Project Bid (Base + Alternate) \$ _____

This Contract follows Public Contract Code 20103.8(a): whereas the lowest bid shall be the lowest bid price on the base contract, without consideration of the prices on the additive or deductive items.

The **Project** specifically includes:

Retrieving, transporting, offloading, protecting, and maintaining all plantings prior to installation. Plant 221 plants no sooner than November 15, 2022 to give them the best chance of survival. Post execution of the work and for a period of 1-year, Contractor shall provide maintenance of the 221 plants in accordance with the maintenance specification included in the Bid Documents as part of the warranty. An Add Alternate seeks an additional 4-year maintenance contract for the 221 plantings.

02 - BID SCHEDULE

The bidder acknowledges receipt of the following Addenda:

Addendum # _____ dated _____	_____	_____
	Signature	Date
Addendum # _____ dated _____	_____	_____
	Signature	Date
Addendum # _____ dated _____	_____	_____
	Signature	Date
Addendum # _____, dated _____	_____	_____
	Signature	Date

AUTHORIZED SIGNATURE OF BIDDER: _____

DATE: _____

NOTE:

Where quantities are shown they are engineers estimated quantities. Variations may occur between actual quantities and engineers estimated quantities. Bidder is responsible to calculate quantities when preparing bid. Payment will be based on lump sum bid amount(s) and no allowance will be made for variations between actual quantities and engineers estimated quantities.

03A-BIDDER'S BOND

Know All Persons by These Presents,
That we, _____

_____, As PRINCIPAL, and _____

_____,
as SURETY, are held and firmly bound unto the County of Santa Cruz of the State of California, hereinafter called the County, 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 County for the work described below for the payment of such sum in lawful money of the United States, well and truly to be made, and 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 exceed the sum of _____

_____ (\$ _____) Dollars.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the County for certain construction specifically described as follows: **23TI-012 Highway 1 Auxiliary Lanes Improvement Mitigation Planting** for which bids are to be opened at Santa Cruz, California on **October 5, 2022**.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Purchasing Agent, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____ A.D. 20____.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Surety

Principal

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

Address

04-NAMES AND TITLES FORM

NAMES AND TITLES OF KEY MEMBERS OF FIRM:

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

Bidder is a: (circle one)

Corporation Partnership Individual Joint Venture Other _____
(Specify)

NAME OF PRESIDENT IF A CORPORATION: _____

NAME OF SECRETARY IF A CORPORATION: _____

CALIFORNIA CONTRACTORS LICENSE(S):

Name of License(s):

Classification(s) Number Expiration Date

Classification(s) Number Expiration Date

(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

Are you registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5?
____ YES ____ NO Date of Registration _____ Registration No. _____

The following documents are submitted with and made a condition of this bid:

Bid security in the form of _____ (fill in type of bid security)

Corporation is organized under the laws of the State of _____.

Corporate Seal:

04-NAMES AND TITLES FORM continued

NAME OF BIDDERS FIRM: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

By: _____

(Signature)

(Print or Type Name)

(Print or Type Title)

By: _____

(Signature)

(Print or Type Name)

(Print or Type Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

05-NONCOLLUSION AFFIDAVIT

TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

Pursuant to Section 7106 of the Public Contract Code, _____
(Name)

being first duly sworn, deposes and says that he or she is _____
(Title)

of _____,
(DBA)

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, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,(date) at _____ (city), _____(state).

Signature

07-DESIGNATION OF SUBCONTRACTORS

PLEASE REFER TO ITEM #4 ON PAGE 1 OF THE CUPCAA BID PROPOSAL FOR CONTRACTOR AND SUBCONTRACTOR REQUIREMENTS

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, **the name and location of the place of business** and the California contractor license (CSLB#) of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid and the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

An inadvertent error in listing the California contractor license (CSLB#) number provided pursuant to the paragraph above shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the County by the prime contractor in writing within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

	1.	2.	3.
Function	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB#	_____	_____	_____
PWC Reg. #	_____	_____	_____
	4.	5.	6.
Function	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB#	_____	_____	_____
PWC Reg. #	_____	_____	_____
	7.	8.	9.
Function	_____	_____	_____
Name	_____	_____	_____
Location	_____	_____	_____
CSLB#	_____	_____	_____
PWC Reg. #	_____	_____	_____

08-BIDDER QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to County of Santa Cruz with bidder's bid. Failure to complete, sign, and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

County of Santa Cruz has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.
2. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
3. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works for any other public agency.

I, being the _____ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

Signature

Print Name

Date

09-GUARANTY

TO THE COUNTY OF SANTA CRUZ

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

Project 23TI-012

HIGHWAY 1 AUXILIARY LANES IMPROVEMENT MITIGATION PLANTING

Should any of the materials or equipment prove defective, due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one (1) year after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted).

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor, Name and Address

Date

By _____
Signature of Principal

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS the County of Santa Cruz, State of California, hereinafter designated as the "Obligee," has on _____, 200__, awarded to _____ hereinafter designated as "Principal," a contract for the construction of _____ (Contract No.) _____, and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____ lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code § 9550 et seq., inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

PAYMENT BOND CONTINUED

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this _____ day of _____, 200__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature of Surety

Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

Bond Number:
Premium:

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS the County of Santa Cruz, State of California, hereinafter designated as the "Obligee," has on _____, 20____, awarded to _____ hereinafter designated as the "Principal," a contract for the construction of _____ (Contract No. _____), and

WHEREAS said Principal is required, under the terms of the Contract, to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, We, the Principal, and _____ as Surety, are held and firmly bound unto the Obligee in the penal sum of _____ Dollars (\$_____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

FAITHFUL PERFORMANCE BOND CONTINUED

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

(SEAL)

_____ Principal

_____ Signature for Principal

_____ Title of Signatory

(SEAL)

_____ Surety

_____ Signature of Surety

_____ Title of Signatory

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.)