



County of Santa Cruz

DEPARTMENT OF PARKS, OPEN SPACE & CULTURAL SERVICES

979 17TH AVENUE, SANTA CRUZ, CA 95062

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FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK June 2024

BID PROPOSAL

PROPOSALS DUE:

Thursday, June 27th, 2024 – 9:00 A.M.

PROJECT NO.: #2024-RP0055

VOLUME III: Bid Proposal

THIS IS A PREVAILING WAGE PROJECT

0 – Void if detached.

BID PROPOSAL

For: FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK

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 Bowman & Williams for the **FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK** 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) **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.

BID SCHEDULE

I will perform the work of the **FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK** as set forth in the Contract Documents, prepared by the County of Santa Cruz for the following price:

\$ _____

The work for the **FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK** specifically includes demolition and disposal of existing play structure and swings. Footings to be cut at base and remain unless they land in footprint of new equipment, removal of 12" of existing sand from play area; sand to be transported to another county site (95018) where it will be dumped in a single location accessible by dump truck, drainage modifications, and installation of aggregate base in accordance with the plans and specifications prepared by Bowman & Williams.

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.

Contractor shall include a signed copy of any addenda issued for the project with this bid proposal.

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: **FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK** for which bids are to be opened at 9:30 AM on Thursday, June 27th, 2024 via a [virtual Microsoft Teams meeting](#).

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

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:

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.)

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

STATEMENT OF COMPLIANCE

(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, _____
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

(name) (date)

in the County of _____, is made under the penalty of perjury
(County)
under the laws of the State of California.

Signature)

(Print or Type Title)

DESIGNATION OF SUBCONTRACTORS

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.

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

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

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 #2024-RP0055

FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK

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 their 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