

BID PROPOSAL

STEGE SANITARY DISTRICT
PROJECT NO. 23202
JULY 2023

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**PROPOSAL FORM
STEGE SANITARY DISTRICT
CONTRA COSTA COUNTY, CALIFORNIA**

**CANON PUMP STATION REHABILITATION PROJECT
PROJECT NO. 23202 – JULY 2023**

To the Honorable Board of Directors
Stege Sanitary District
7500 Schmidt Lane
El Cerrito, California 94530-0530

Attention: Mr. Rex Delizo, District Manager

Gentlepersons:

Pursuant to the contract plans and specifications, the undersigned, as bidder declares that he has carefully examined the location of the proposed work as evidenced by the attached executed statement of inspection of sites, and the specifications pertaining thereto, and he proposes and agrees if this proposal is accepted that he will contract with the Stege Sanitary District (“Owner” or “District”) to provide all the labor, materials, necessary machinery tools, apparatus, and other means of construction and do all the work specified in the contract in the manner and time herein set forth required for the completion construction of:

**STEGE SANITARY DISTRICT
CANON PUMP STATION REHABILITATION PROJECT
PROJECT NO. 23202 – JULY 2023**

Construction shall be in strict conformity with the plans and specifications dated, **JULY 2023** prepared by the Stege Sanitary District and on file at the District offices at 7500 Schmidt Lane, El Cerrito, CA. Said plans and specifications are hereby made a part hereof.

NO PRE-BID MEETING will be offered. Attendance at the pre-bid meeting is NOT a requirement for submitting a bid for the work.

The bidder proposes to contract with the Stege Sanitary District to perform all of the above work, including subsidiary obligations as defined in said specifications, for the following price, to wit:

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BID ITEM DESCRIPTIONS

1.0 GENERAL

1.1 CONDITIONS

- A. Bid Items shall be bid and paid based on the Bid Item descriptions as listed below. The Bid Items are presented to indicate major categories of the work for purposes of comparative bid analyses and payment breakdown for monthly progress payments. Bid Items are not intended to be exclusive descriptions for work categories and the CONTRACTOR shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified.

- B. CONTRACTOR shall perform all work depicted in the Contract Documents whether it is specifically mentioned in the Bid Schedule and Bid Item descriptions or not. The Bid Schedule and Bid Item descriptions below are not intended to cover any and all Work depicted in the Contract Documents. Not all elements of every part of the Work are explicitly listed. It is the intention of the District, and a provision of this Contract, that any and all of the Work depicted shall be included in the CONTRACTOR's bid and installed complete at a price included in a Bid Item submitted with the CONTRACTOR's bid. No adjustment will be made to unit, extended, or total price for an item that is depicted in the Contract Documents but is not specifically described or itemized. Such items may be included for payment in a Bid Item of the CONTRACTOR's choice, as long as the chosen Bid Item is closely related.

- C. Bid Items noted as "Revocable" in this Specification Section may be deleted entirely or in part or added to at the sole discretion of the City.

2.0 BID ITEM DESCRIPTION

- 2.1 Bid Item No. 1 – Mobilization and Demobilization (Not to exceed 5% of Base Bid)
 - A. This Bid Item shall include preparatory work and operations, including but not limited to, those necessary for movement of personnel, equipment, supplies, and incidentals to the project sites; for the establishment of all field offices, fencing and other facilities necessary for work on the Project; pre and post construction survey and photographic and video surveys to establish pre and post condition property and structure assessments; preparing, submitting, and paying for all required permits by other agencies if applicable; removal of equipment and project closeout; furnishing temporary construction utilities, installing construction signs; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project sites and following the conclusion of work to remove all such items from the site. Payment for this Bid Item shall be on a lump sum basis. 10% of this Bid Item shall be reserved for payment at job close. This Bid Item shall not exceed ten percent (5%) of the base bid price.

- 2.2 Bid Item No. 2 – Site Preparation, Clearing, and Grubbing
 - A. This bid item shall include all labor, materials, tools, and equipment necessary for preparation of the site. Payment for this Bid Item shall be on a lump sum basis.

- 2.3 Bid Item No. 3 – Tree Removal and Permitting
 - A. This bid item shall include all labor, materials, tools, and equipment necessary for permitting and demolition of the existing trees designated for removal as shown on the project drawings. Payment for this Bid Item shall be on a lump sum basis.

- 2.4 Bid Item No. 4 – Pump Station Demolition
- A. This bid item shall include all labor, materials, tools, and equipment necessary for the demolition, removal, and disposal of the existing structures, equipment, panels, and appurtenances as shown on the project drawings. Work includes, but is not limited to, demolition of existing pump station mechanical and electrical equipment including PG&E service pole, demolition for portions of the existing drywell and wetwell, abandonment of the existing drywell, demolition of existing fence and access gate. This bid item shall include all labor, materials, tools, sampling, testing, and equipment necessary to comply with hazardous materials removal and disposal requirements and permit requirements. Payment for this Bid Item shall be on a lump sum basis.
- 2.5 Bid Item No. 5 – Excavation, Shoring, and Bracing
- A. This bid item shall include necessary materials, equipment, and labor necessary to provide excavations and shoring of open excavations, environmental testing, dewatering, removal, transportation, and disposal of materials excavated for the Project, complying with requirements outlined in Section 31 00 00 “Earthwork”, as required to demolish and construct the at-grade and below-grade facilities as required by the Contract Documents. Payment for this item shall be on a lump sum basis.
- 2.6 Bid Item No. 6 – Bypass Pumping
- A. This bid item shall include materials, equipment, and labor necessary to protect the work from sanitary sewer flows by providing bypass pumping equipment, facilities, and proper disposal of water as required by the Contract Documents and Section 01 53 00. Payment for this item shall be on a lump sum basis.
- 2.7 Bid Item No. 7 – Wetwell and Valve Cans
- A. This bid item shall include all labor, materials, and equipment necessary to furnish and install the proposed wetwell riser, top slab, concrete collar, valve cans/lids, and valve stem extensions as shown on the project drawings. Payment for this Bid Item shall be on a lump sum basis.
- 2.8 Bid Item No. 8 – Submersible Pumps and Accessories
- A. This bid item shall include all labor, materials, and equipment necessary to furnish and install three (3) submersible pumps along with appurtenances as needed to provide a complete and fully functioning pump station. One pump shall be provided as a redundant/backup pump for the District. Installation, operation, and maintenance manuals specific to this project shall be included in this bid item. Payment for this Bid Item shall be on lump sum basis.
- 2.9 Bid Item No. 9 – Piping, Valves, and Accessories
- A. This bid item shall include all labor, materials, and equipment necessary to furnish and install all piping, valves and appurtenances as shown on the project plans and specifications, including but not limited to, Sections 33 12 01, 33 31 00, 33 31 13, 33 31 14, and 33 31 15. Work includes, but is not limited to, 14-inch and 6-inch piping, fittings, valves, supports, coatings, and appurtenances. Payment for this Bid Item shall be on a lump sum basis.
- 2.10 Bid Item No. 10 – Electrical Panels
- A. This bid item shall include all necessary materials, equipment, and labor necessary to furnish, install, and test new electrical panels and appurtenances as shown on the project

drawings. Payment for this Bid Item shall be on a lump sum basis.

- 2.11 Bid Item No. 11 – Miscellaneous Electrical Work
- A. This bid item shall include all labor, materials, and equipment necessary to furnish and install all electrical conduits, conductors, fittings, floats, controls, lighting and all associated appurtenances as shown on the project plans. This bid item shall include all trenching, backfill, potholing, and coordination with PG&E for the installation of secondary conduit and conductor, pullboxes and appurtenances to PG&E standards. Payment for this Bid Item shall be on a lump sum basis.
- 2.12 Bid Item No. 12 – Access Hatches
- A. This bid item shall include all labor, materials, and equipment necessary to furnish and install all access hatches and associated appurtenances as shown on the project drawings. Payment for this Bid Item shall be on a lump sum basis.
- 2.13 Bid Item No. 13 – Site Improvements
- A. This bid item shall include all labor, materials, tools, equipment, and appurtenances for all work necessary to complete site improvements as shown on the project plans. Work includes, but is not limited to, site grading, surfacing, access gates, retaining walls and fencing. Payment for this item shall be on a lump sum basis.
- 2.14 Bid Item No. 14 – Concrete Foundations
- A. This bid item shall include all labor, materials including but not limited to required rebar, concrete and formwork, and equipment necessary to construct the equipment pads on site. Work includes but is not limited to the MCC / shade structure equipment pad and service pedestal equipment pad. Payment for this item shall be on a lump sum basis.
- 2.15 Bid Item No. 15 – Startup, Testing and Commissioning
- A. Startup, testing, and commissioning shall be measured and paid on a Lump Sum (LS) basis. The contract price shall include full compensation for providing all items necessary for the execution and completion of this work including, but not limited to, performing startup services as well as testing for all electrical, mechanical and piping systems in accordance with the Standard Specifications, Standard Plans, the Plans, the Special Provisions and the Technical Specifications, and as directed by the Engineer. Payment for this item shall be on a lump sum basis.
- 2.16 Bid Item No. 16 – As-built Redlines
- A. The contract Lump Sum (LS) paid for as-built redlines is a \$1,000 allowance and shall be paid for preparation of redlines for record drawings in accordance with the standard provisions. Final contract payment and retention will not be made until the redlines have been submitted and reviewed by the City.
- 2.17 Bid Item No. 17 – Standby Generator, ATS, foundation Pad and Appurtenances (Revocable)
- A. This bid item shall include all labor, materials, tools, equipment, instrumentation, and appurtenances for all work necessary to install the generator particulate filter and filter supports. Work includes, but is not limited to, installation of the generator particulate filter and filter supports. Payment for this item shall be on a lump sum basis. This Bid Item is revocable as defined Section 1.1 C. of this specification.

3.0 PRODUCTS

NOT USED

4.0 EXECUTION

NOT USED

5.0 MEASUREMENT AND PAYMENT

Full compensation for conforming to these requirements shall be included in the contract prices for various items of work involved in accordance with the project Plans, General and Special Provisions, these Technical Specifications, and as directed by the Engineer, and no additional compensation will be made therefor.

**BID SCHEDULE
CANON PUMP STATION REHABILITATION PROJECT
PROJECT NO. 23202**

A. BID SCHEDULE

ITEM	QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
1.	1	LS	MOBILIZATION/DEMOBILIZATION, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
2.	1	LS	SITE PREPARATION, CLEARING AND GRUBBING, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
3.	1	LS	TREE REMOVAL AND PERMITTING, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
4.	1	LS	PUMP STATION DEMOLITION, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
5.	1	LS	EXCAVATION, SHORING AND BRACING, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
6.	1	LS	BYPASS PUMPING, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
7.	1	LS	WETWELL AND VALVE CANS, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
8.	1	LS	SUBMERSIBLE PUMPS AND ACCESSORIES, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
9.	1	LS	PIPING, VALVES AND ACCESSORIES, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
10.	1	LS	ELECTRICAL PANELS, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
11.	1	LS	MISCELLANEOUS ELECTRICAL WORK, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
12.	1	LS	ACCESS HATCHES, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____

13.	1	LS	SITE IMPROVEMENTS, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
14.	1	LS	CONCRETE EQUIPMENT PADS, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
15.	1	LS	STARTUP, TESTING AND COMMISSIONING, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
16.	1	LS	AS-BUILT REDLINES, COMPLETE IN PLACE, FOR THE LUMP SUM OF	\$ _____
PF.	--	LS	PERMIT FEES (IF REQUIRED. Actual fees to be reimbursed by OWNER)	\$ <u> N/A </u>

TOTAL AMOUNT BASE BID:

		\$ _____
(FIGURE IN WORDS)		(IN FIGURES)

ADDITIVE BID ITEM #1.	1	LS	STANDBY GENERATOR, COMPLETE IN PLACE, FOR THE LUMP SUM OF <u>(ADDITIVE BID ITEM / REVOCABLE)</u>	\$ _____
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TOTAL AMOUNT ADDITIVE BID:

		\$ _____
(FIGURE IN WORDS)		(IN FIGURES)

BASIS OF AWARD: The basis of Award of Contract is the lowest Total Base Bid or lowest Total Base Bid and Additive Bid by a responsible Contractor at the discretion of the Owner. The Owner reserves the right to reject any and all proposals and to waive any informality in any proposal or bid. A Contractor's prior history of unsatisfactory performance on work for the Owner constitutes grounds for disqualifying the Contractor's bid for the work.

The undersigned understands the estimate of construction items hereinbefore set forth is approximate only, being given as a basis for the comparison of bids and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the extent of any item of the work or to omit items of the work as may be deemed necessary or expedient by the Engineer or required by funding limitations.

The undersigned understands all bids will be compared on the basis of the Engineer's Estimate of the items of the work to be done. The undersigned has checked carefully all of the above figures and understands that the District shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In accordance with Section 4552 of the California Public Contract Code, the bidder agrees that if the bid is accepted, it will assign to the Owner all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchase of goods, materials, or services by the bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the bidder.

The undersigned understands that the District reserves the right to reject any or all bids and to waive any information or irregularities in bids received and may at its option make the award that in the judgment of the Owner is in the best interest of the Owner.

It is agreed that this bid may not be withdrawn for a period of one-hundred twenty (120) days from the opening thereof. The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

Attached is the proposal guaranty bond form bound herewith, duly executed in the amount of **Ten (10) percent** of the bid as described in the specifications; or alternately there is attached a certified or cashier's check payable to the Owner in the amount not less than **Ten (10) percent** of the amount bid. If we choose to attach a proposal bond, we understand and agree that the Owner may reject our proposal if the surety does not meet the requirements of Section G2.09, or if Owner has cause to believe the surety is likely to be incapable of fulfilling its obligations under the bond.

As part of this proposal the undersigned has filled out, executed and notarized where indicated the forms included herein and listed as follows:

1. List of Subcontractors
2. Receipt of Addenda.
3. Bidder's Experience Statement.
4. Personnel Experience Statement.
5. Contractor's License Statement.
6. Non-Collusion Affidavit (To be notarized)
7. Security for Compensation Certification.
8. Bid Bond.
9. Certification Concerning State Labor Standards and Prevailing Wages.
10. Non-Discrimination Clause.
11. Safety Program Qualification Criteria – Experience Modification Rate (EMR or Exmod).
12. Safety Program Qualification Criteria – Recordable Incident Rate (RIR).
13. Safety Program Qualification Criteria – Lost Time Incident Rate (LTIR).

Name under which business is conducted _____

Business Address: _____ ZIP: _____

Telephone No.: _____ Fax: _____

Contractor's License No.: _____ Exp. Date: _____

NOTE: If bidder, or other interested person is a corporation, the legal name of the corporation shall be set forth together with the names of the president, secretary, treasurer, and manager thereof; also, signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If the bidder is a co-partnership, state true name of firm; also, names of all individual co-partners composing the firm and the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership.

If the bidder is an individual, state first and last name in full, together with signature.

IF SOLE PROPRIETOR, sign here:

I sign as sole owner of the business named above.

_____ Date: _____

IF PARTNERSHIP, sign here:

The undersigned certify that they sign the contract proposal with full and proper authorization so to do.
(One or more partners sign)

_____ Date: _____

_____ Date: _____

IF CORPORATION, execute here:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

LIST OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4107 of the Public Contract Code of the State of California and any amendments thereof, the name and location of the mill, shop or office of each Subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement to be performed under these specifications and which work will be in excess of 1/2 of 1 percent of the total proposal and the portion of the work which will be done by each Subcontractor are set forth below.

NAME AND PLACE OF BUSINESS OF SUBCONTRACTOR	PORTION OF WORK TO BE DONE (%)	LICENSE #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Signature of Bidder

Company Name

Date

RECEIPT OF ADDENDA

The following is a list of the addenda received prior to Bid Opening:

ADDENDA NUMBER	DATED	SUBJECT	DATE OF RECEIPT

Signature of Bidder

Company Name

Date

BIDDER'S EXPERIENCE STATEMENT

The following outline is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages outlining this portion of the proposal may be attached to this page. The Contractor shall include below sufficient documentation of prior similar projects and experiences and/or other information and data that, in the opinion of the Owner, constitutes sufficient evidence of the ability of the Contractor to perform and complete the same nature and magnitude of work by the method specified by the Owner for this project. A Contractor's prior history of unsatisfactory performance on work for the Owner constitutes grounds for disqualifying the Contractor's bid for the work.

Signature of Bidder

Company Name

Date

PERSONNEL EXPERIENCE STATEMENT

The following is a list of personnel, including a record of each person’s experience, knowledge and ability, who, if the Bidder is awarded the Contract, will be available to actively supervise the work; it is understood the work will be directly by one of these persons. Personnel employed by the Contractor and/or Subcontractor, if any, to perform the pipe sliplining/bursting portion of the work shall also be included herein. Additional numbered pages outlining this portion of the proposal may be attached to this page.

Signature of Bidder

Company Name

Date

CONTRACTOR'S LICENSE STATEMENT

Contractor: _____

Address: _____

Telephone No. (_____) _____

License No.: _____

Classification: _____

License Expiration Date: _____

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

Executed this _____ day of _____, 20____, at _____, California.

Signature of Contractor

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code § 7106)

The undersigned declares:

I am the _____ (title) of _____ (company/contractor) 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], California.

By _____
(Signature)

Name _____
(Printed Name)

Title _____

BP.14

SECURITY FOR COMPENSATION CERTIFICATE

TO: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workman's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Signature of Bidder)

Business Address

Place of Residence

The successful bidder prior to the award of contract must execute this certificate. The bidder shall execute the certificate on this page at the time of submitting his bid proposal.

(This page left blank intentionally)

BID BOND
(10% of Bid Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto Stege Sanitary District, hereinafter call the Oblige, each in the penal sum of **Ten (10) percent** of the total amount of the bid proposal of the Principal for the work, this sum not to exceed _____dollars of lawful money of the United States for the payment whereof unto the Oblige the Principal and Surety jointly and severally bind themselves forever by these presents.

WHEREAS the Principal is herewith submitting its offer for the fulfillment of the Stege Sanitary District contract for CANON PUMP STATION REHABILITATION PROJECT, PROJECT NO. 23202 – JULY 2023 as provided for in the Contract Documents.

NOW THEREFORE, the condition of the obligation is such that if the Principal is awarded the contract, and if the Principal within the time specified in the proposal for such contract enters into, executes and delivers to the Oblige an agreement in the form provided herein complete with evidences of insurance, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Oblige the difference in money between the total amount of the proposal of the principal and the amount for which the Oblige legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Oblige and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 20____.

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**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten (10) days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."

- B. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

- C. "Contractor stipulates and agrees to conform with all provisions of Labor Code, Sections 1810 through 1815, eight (8) hours labor shall constitute a legal day's work, and no worker shall be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided for under Section 1815. Nothing in this provision shall be construed to relate to wage determination or in any way affect contractual provisions related to compensation.

Notwithstanding the Labor Code provision set forth above, pursuant to Labor Code, Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted provided that compensation shall be made for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

(Contractor/Subcontractor)

By: _____
(Signature)

(Typed Name and Title)

NON-DISCRIMINATION CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

**SAFETY PROGRAM QUALIFICATION CRITERIA
Experience Modification Rate (EMR or Exmod)**

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Workers' Compensation Experience Modification Rate greater than 1.0. This form shall be submitted by the primary contractor and first tier subcontractors.

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).	
20_____	EMR = _____
20_____	EMR = _____
20_____	EMR = _____
Three Year Average EMR = _____	

Company Name _____

Contact Name _____ Telephone _____

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company _____

Contact Person _____ Telephone _____

Do not write in this space		
Qualified []	Not qualified []	EMR information verified []

**SAFETY PROGRAM QUALIFICATION CRITERIA
Recordable Incident Rate (RIR)**

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Recordable Incident Rate greater than **5.1**. Incident rate information is on your OSHA Log 300. Please calculate the RIR for the last three complete years as follows. This form shall be submitted by the primary contractor and first tier subcontractors.

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

Year	Number of Recordable Incidents	Total Employee Hours Worked	Recordable Incident Rate (RIR)
20 _____	_____	_____ hrs.	RIR = _____
20 _____	_____	_____ hrs.	RIR = _____
20 _____	_____	_____ hrs.	RIR = _____
Three Year Average RIR = _____			

Company Name _____

Contact Name _____ Telephone _____

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company _____

Contact Person _____ Telephone _____

Qualified []	Do not write in this space Not qualified []	RIR information verified []
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**SAFETY PROGRAM QUALIFICATION CRITERIA
Lost Time Incident Rate (LTIR)**

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate greater than 2.2. Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows. This form shall be submitted by the primary contractor and first tier subcontractors.

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

Year	Number of Lost-time Incidents	Total Employee Hours Worked	Lost Time Incident Rate (LTIR)
20 _____	_____	_____ hrs.	LTIR = _____
20 _____	_____	_____ hrs.	LTIR = _____
20 _____	_____	_____ hrs.	LTIR = _____
Three Year Average			LTIR = _____

Company Name _____

Contact Name _____ Telephone _____

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company _____

Contact Person _____ Telephone _____

Do not write in this space		
Qualified []	Not qualified []	LTIR information verified []

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BOND OF FAITHFUL PERFORMANCE
(For Successful Bidder)

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, Stege Sanitary District, 7500 Schmidt Lane, El Cerrito, California 94530-0530 has awarded to _____ hereinafter designated as the “Principal,” a contract for the CANON PUMP STATION REHABILITATION PROJECT, PROJECT NO. 23202 – JULY 2023.

WHEREAS said Principal is required under the terms of said 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 Stege Sanitary District, State of California, in the penal sum of **100 percent of the contract price, including additive bid (\$Bid price)** 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 agreements in the said contract and any alterations made as therein provided, on his or their part, to be 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 Stege Sanitary District, its Directors, 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 Stege Sanitary District such reasonable attorney’s fees as shall 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 Stege Sanitary District from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanships in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligations of the Surety hereunder shall continue so long as any obligation of the Principal remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or to 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.

IN WITNESS WHEREOF the bounden parties have executed 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)

By:

Principal

(Seal)

By:

Surety

LABOR AND MATERIAL BOND

(For Successful Bidder)

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, Stege Sanitary District, 7500 Schmidt Lane, El Cerrito, California 94530-0530, has awarded to _____ hereinafter designated as the "Principal," a contract for the CANON PUMP STATION REHABILITATION PROJECT PROJECT NO. 23202 – JULY 2023.

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, provender, or other supplies or teams 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 of 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 Stege Sanitary District, State of California, in the penal sum of **100 percent of the contract price, including additive bid (\$Bid price)** 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, his, or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Employment Act with respect to such work or labor, as required by the provisions of Chapter 7, Title XV, Part 4, Division III of the Civil Code of the State of California, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender or other supplies, teams, appliances or power used, in, upon, of or about the performance of the work contracted to be executed or performed, or any person who supplies both work and materials thereto, shall have complied with the provisions of said Civil Code, 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, such reasonable attorney's fee to Stege Sanitary District as shall be fixed by the court.

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or to 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, extensions of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF the bounden parties have executed 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)

By:

Principal

(Seal)

By:

Surety

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AGREEMENT
(For Successful Bidder)

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Stege Sanitary District, El Cerrito, California 94530, hereinafter called the "Owner" and _____ hereinafter called the "Contractor".

WITNESSETH:

WHEREAS the Owner has caused specifications, drawings and other contract documents to be prepared for certain work as described therein entitled

**STEGE SANITARY DISTRICT
CANON PUMP STATION REHABILITATION PROJECT
PROJECT NO. 23202 – JULY 2023**

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms of the contract documents.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work described in the proposal at the price and on the terms and conditions herein contained, and the Owner agrees to pay the Contractor the contract price provided herein at the unit prices shown in the bid proposal for the fulfillment of the work described and the performance of the covenants set forth herein.

The further terms, conditions and covenants of the contract are set forth in the following exhibit parts each of which is attached hereto or referenced and made a part hereof:

- Notice Inviting Sealed Proposals
- Instruction to Bidders
- Proposal
- General Conditions
- Special Conditions
- Technical Conditions
- Drawings
- Issued Addenda to the Contract Documents

IN WITNESS WHEREOF, this agreement has been executed in quadruplicate this _____ day of _____, 20____.

Stege Sanitary District:

By: Rex Delizo, District Manager

Attest: _____

By: Rex Delizo, Secretary of the District

Approved as to Form:

By: Kristopher Kokotaylo, District Counsel

Contractor:

Signature

By:

Print Name

Title
