

AGENDA
EL DORADO HILLS COUNTY WATER DISTRICT
(FIRE DEPARTMENT)
BOARD OF DIRECTORS
EIGHT HUNDRED FOURTY THIRD MEETING
(A Special Meeting)
Thursday, March 3, 2022
6:00 p.m.
(1050 Wilson Blvd., El Dorado Hills, CA)

ATTENTION

Residents planning to address the Board of Directors at this Board meeting: due to the concerns about the COVID-19 virus, we respectfully ask if you are feeling ill for any reason not to attend in person.

Anyone who would like to participate in the meeting via Zoom may use the link or conference line below:

Zoom Webinar Video Conference link:

<https://us02web.zoom.us/j/85464040725?pwd=YW1BNzIhTWHE5Q0VFZDZHeVdHN0FZdz09>

Meeting ID: 854 6404 0725

Passcode: 126975

Conference Dial in:

1-669-900-9128

Please submit your comments in writing to inquiries@edhfire.com and they will be entered into the public record. If you are healthy and choose to attend the meeting, we ask that you maintain a six-foot buffer between you and others, as suggested by the State Department of Public Health.

NOTE

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 916-933-6623; ext. 1038, at least two (2) days prior to the meeting.

- I. Call to Order
- II. Pledge of Allegiance
- III. Oral Communications
 - A. Any person wishing to address the Board on any item that is not on the Agenda may do so at this time. No action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
- IV. New Business
 - A. F&H Construction Notice of Material Mistake In Bid; Request for Relief from Bid/Bid Withdrawal
 - B. Review responses to training center Request for Bids and staff recommendation; Award of Contract to Apparent Responsible and Responsive Low Bidder; Instructions to Staff
- V. Adjournment

Note: Action may be taken on any item posted on this agenda.

*Director John Giraudo will be attending via teleconference from:
Villa del Palmar Flamingos
Paseo Cocoteros, 750 Sur
Nuevo Vallarta, Nayarit 63732*

This Board meeting is normally recorded.



El Dorado Hills Fire Department

1050 Wilson Blvd. • El Dorado Hills, CA 95762 • Phone (916) 933-6623 • Fax (916) 933-5983

Maurice Johnson
Fire Chief

DATE: March 3, 2022
TO: Board of Directors
AGENDA ITEM: Item IV-B
SUBJECT: Request for Bids – Training Facility

SUMMARY/DISCUSSION

The Department has been working for several years on the planning and construction of a Training Facility to meet the demands of a changing environment, increase firefighting capabilities, and improve the ability to save lives and property.

Through the planning process, the Department assembled a design team to include an Internal Stakeholder Committee, Owner’s Representative, Construction Management Firm, and an Architecture Firm. The planning process included the design of the proposed Training Facility, identification of the first phase components, estimation of the projected cost and timeline, and development of a Request for Bids (RFB). Multiple Community meetings were held throughout this process to ensure the public had an opportunity to learn about the project and give feedback.

At the December 16, 2021, Board of Directors meeting, the Board approved initiating the RFB process, soliciting bids for construction of the first phase. After a thorough and exhaustive process, on February 17, 2022, the Department received seven qualified proposals.

The Department’s construction management firm completed a detailed review of the bids and confirmed that each proposer met all the requirements for the RFB process. The lowest, active qualified bid was proposed by DG Granade, Inc.

FISCAL IMPACT

DG Granade, Inc. submitted a proposal for the first phase of the Training Facility project to include two class “A” burn buildings, an outdoor classroom, and the required infrastructure. The total amount of the bid, including a contingency, is \$11,712,034.

RECOMMENDATION

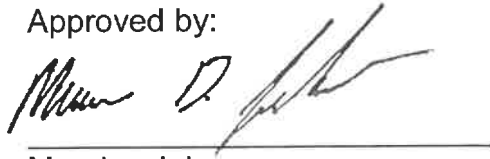
Staff respectfully recommends the Board approve awarding the first phase of the Training Facility construction contact to DG Granade, Inc. in the amount of \$11,712,034.

Submitted by:



Dustin Hall
Deputy Chief – Operations

Approved by:



Maurice Johnson
Fire Chief



MAURICE JOHNSON
Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

El Dorado Hills Fire Department
Fire Station # 85
Attn: Deputy Chief Dustin Hall
1050 Wilson Blvd.
El Dorado Hills, CA 95762

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

RFB SCHEDULE	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate certified payroll record in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor's Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best's rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.


The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder's company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature:  Title: President Date: February 17, 2022

Print Name: Charles Ferrell Company Name: F&H Construction

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: F&H Construction

Mailing Address: 1115 E. Lockeford Street, Lodi, CA 95240

Phone Number: 209-931-3738 Email Address: cferrell@f-hconst.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: El Dorado Hills Fire Department
Fire Training Center

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:

- A. Base Bid Price: \$ 10,078,000
- B. Base Bid Contingency (8%): \$ 854,240
- C. Street Monument Allowance* \$ 150,000
- D. Sub Total (A+B+C=D): \$ 11,082,240
- E. Deductive Alternate** \$ (1,972,000)
- F. Deductive Alternate Contingency (8%) \$ (157,760)
- G. Total Base Bid (D-E-F=G): \$ 9,552,480

Total Base Bid (in words): Nine Million Five Hundred Fifty Two Four Hundred Eighty Dollars

*Refer to Addendum #3 Drawings D0.1 and E1.1

**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): F&H Construction

Bidder Signature: 

Bidder Name (Printed): Charles Ferrell

Bidder Title: President

Date: February 17, 2022

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT F & H CONSTRUCTION
(hereinafter Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ **TEN PERCENT (10%) OF AMOUNT BID**.



THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of January 24, 2022.

Signature of Principal:	<u>F & H CONSTRUCTION</u>  Stephen Seibly, Secretary/Treasurer
Signature of Surety:	<u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</u>  Karen Amin, Attorney-in-Fact
Business Address:	<u>11070 White Rock Rd., Ste. 130</u>
City, State, Zip:	<u>Rancho Cordova, CA 95670</u>
Phone:	<u>(916) 852-5266</u>

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

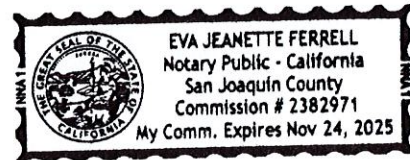
On January 24, 2022 before me, Eva Jeanette Ferrell, Notary Public
(insert name and title of the officer)

personally appeared Stephen Seibly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

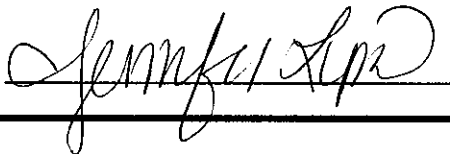
On January 24, 2022 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

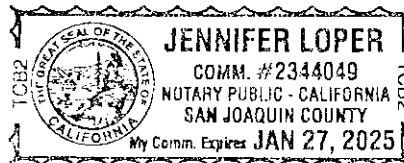
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

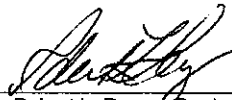
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen Amin** of **LODI**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

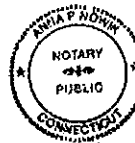
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of January, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

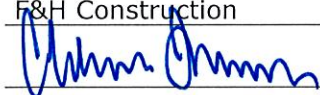
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

~~XXXXXXXXXX~~ San Joaquin County

I, the undersigned, an authorized representative of F&H Construction, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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 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; that 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 or sham bid.

I hereby certify, under penalty of perjury, that the facts contained in this Non-Collusion Affidavit are true and correct.

Company Name (Printed):	<u>F&H Construction</u>
Bidder Signature:	<u></u>
Bidder Name (Printed):	<u>Charles Ferrell</u>
Bidder Title:	<u>President</u>
Date:	<u>February 17, 2022</u>

CONTRACTOR'S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder's license must remain active and in good standing throughout the term of the Agreement.

Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor's license and registration information is true and correct.

Contractor's License Number: 293306

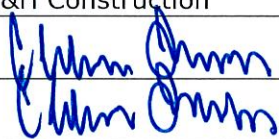
License Expiration Date: February 28, 2022

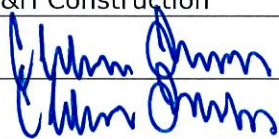
Contractor's Classification: A, B

DIR Public Works Contractor Registration Number: 1000002431

Prevailing Wage Labor Classification(s): Laborer and Carpenter

Contractor's Name (Printed): F&H Construction

Contractor's Signature: 

Bidder Signature: 

Bidder Name (Printed): Charles Ferrell

Bidder Title: President

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

<p>Project Name: <u>Sacramento City College Mohr Hall</u></p> <p>Date of Completion: <u>June 13, 2020</u> Contract Amount: <u>\$18,659,840</u></p> <p>Owner: <u>Los Rios Community College District</u> Owner POC: <u>Charlie Uhlmeyer</u></p> <p>Email Address: <u>uhlmeyc@losrios.edu</u> Phone #: <u>916-856-3420</u></p> <p>Project Description: <u>Demolished and replaced teh existing Mohr Hall with a 2-story 28,373 sf modern allied health and physical sciences building. Relocated and installed new equipment in existing central plant and new electrical equipment enclosure</u></p>
<p>Project Name: <u>East Franklin Elementary School</u></p> <p>Date of Completion: <u>November 17, 2020</u> Contract Amount: <u>\$32,404,570</u></p> <p>Owner: <u>Elk Grove Unified School District</u> Owner POC: <u>Sue Bell</u></p> <p>Email Address: <u>subell@egusd.net</u> Phone #: <u>916-686-7711</u></p> <p>Project Description: <u>Construction of a new 63,518 sf elementary school. It consists of eight permanent buildings and associated site work. This project complied wth CHPS project.</u></p>
<p>Project Name: <u>Tuolumne County Mother Lode Regional Juvenile Detention Facility</u></p> <p>Date of Completion: <u>March 3, 2017</u> Contract Amount: <u>\$16,203,727</u></p> <p>Owner: <u>County of Tuolumne</u> Owner POC: <u>Maureen Frank</u></p> <p>Email Address: <u>mfrank@co.tuolumne.ca.us</u> Phone #: <u>209-533-5511</u></p> <p>Project Description: <u>Construction of a new, 26,815 sf, 30-bed detention facility to house juvenile offenders.</u></p>

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
		SSCF Site Demolition	
		SSCF Concrete Reinforcing	
Urata & Sons Rancho Cordova, ca	1000055867	SSCF Building Concrete & Reinforcing	2,740,000
		SSCF Precast Concrete	
CF Fournseld & Schmidt masonry Sacramento, ca CF	CF 1000000819	CF Masonry	CF 1,292,000
Capital Iron works Sacramento, ca	1000035200	Structural and Misc. Steel	422,800
Linden steel & Construction Manteca, ca	1000000829	Metal Decking	123,500
		SSCF Rough Carpentry	

DESIGNATION OF SUBCONTRACTORS

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SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
Sure Clean, Auburn Ca	1000011558	Waterproofing	90,000
RUA du SON Mechanical Rocklin, Ca	1000002506	Concrete Roof Tiles	\$291,000 3.5% CF
		Metal Roof Panels	
KCS Construction Services Modesto, ca	1000003244	Doors, Frames and Hardware Install	311,000
		Overhead Coiling Doors	
West Pac R&S Glazing American Canyon	1000008335	Aluminum, Glass and Glazing	53,000
Patterson Construction Fresno, ca	1000003441	Gypsum Board and Metal Studs	315,000

DESIGNATION OF SUBCONTRACTORS

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SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
DWS Painting Grass Valley, ca	1000403073	Painting	74,000
Perryman Mechanical Inc West Sacramento, Ca	100000017	Plumbing	27,500
Perryman Mechanical Inc West Sacramento, ca	100000017	HVAC	10,600
Garrahan Electric SSCP	1000001821 SSCP	Electrical SSCP	240,000 SSCP
Rancho Cordova SSCP			
Martin Brothers Sacramento, Ca	1000059103	Earthwork and Paving and site Utilities	2,129,000
		SSCP Site Concrete	
Crusader Fence Company Rancho Cordova, ca	100049929	Fencing	297,000

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

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SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
Marina Landscaping Lathrop, ca	1000000079	Landscape and Irrigation	145,000
		Site Utilities ^{SCF}	
Heavenly Greens San Jose, ca	1000014875	Synthetic Turf	143,000
B&H Electric Lodi, ca	1000005135	Electrical	124,500
John D Wait Masonry Lodi, ca	1000000947	Masonry	1,232,000

BIDDER'S CHECKLIST
(To Be filled out by Bidder)

All items on the Bidder's Checklist must be initiated and dated for the Proposal to be considered complete.

1. SIGNED RFB
Pages 1-10 of the RFB have been thoroughly examined, understood and signed by an authorized representative of the bidder.
Initial: CF Date: February 17, 2022
2. BID PROPOSAL
Submittal Form 1: Bid Proposal has been completed, signed, and submitted.
Initial: CF Date: February 17, 2022
3. BIDDER'S BOND
Submittal Form 2: Bidder's Bond has been executed by the bidder and an approved surety or this bid is accompanied by a certified or cashier's check in an amount not less than ten percent (10%) of the Total Base Bid.
Initial: CF Date: February 17, 2022
4. NON-COLLUSION AFFIDAVIT
Submittal Form 3: Non-Collusion Affidavit has been completed, signed, and submitted.
Initial: CF Date: February 17, 2022
5. CONTRACTOR'S LICENSE AND REGISTRATION FORM
Submittal Form 4: Contractor's License and Registration Form has been completed, signed, and submitted.
Initial: CF Date: February 17, 2022
6. PAST PERFORMANCE
Submittal Form 5: Past Performance has been completed, signed, and submitted.
Initial: CF Date: February 17, 2022
7. DESIGNATION OF SUBCONTRACTORS
Submittal Form 6: Designation of Subcontractors has been completed, signed, and submitted.
Initial: CF Date: February 17, 2022
8. MANDATORY PRE-BID CONFERENCE/JOB WALK AND PROJECT INSPECTION
The bidder certifies that it attended the mandatory pre-bid conference/job-walk, has toured the project site, and is familiar with the work involved.
Initial: CF Date: February 17, 2022
9. CONTRACT DOCUMENTS
The bidder certifies that it has thoroughly examined and understood the Contract Documents (including, but not limited to, the RFB, General Conditions, Project Plans, and Specifications).
Initial: CF Date: February 17, 2022

BIDDER'S CHECKLIST – PAGE 2

10. ADDENDA/AMENDMENTS

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive of all items contained in such addenda/amendments.

Initial: CF Date: February 17, 2022

11. AGREEMENT

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: CF Date: February 17, 2022

12. OTHER BOND REQUIREMENTS

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: CF Date: February 17, 2022

13. CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: CF Date: February 17, 2022

14. ORIGINAL/COPIES

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial: CF Date: February 17, 2022



F&H CONSTRUCTION

Spaces for life

CORPORATE ACKNOWLEDGEMENT

As of this date, November 1, 2021, the officers of F&H Construction, being Charles Ferrell, Stephen Seibly and Harold E. Jones are hereby authorized to execute all contractual documents, as set to record by the Board of Directors of F&H Construction.

This resolution remains in force until revoked by this board.

F&H Construction

Charles Ferrell, President

F&H Construction

Stephen Seibly, Secretary-Treasurer

F&H Construction

Harold E. Jones, Chief Financial Officer

F&H Construction

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

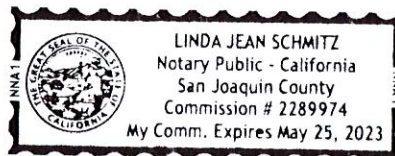
State of California)
County of San Joaquin)

On November 1, 2021, before me, Linda Jean Schmitz, Notary Public, personally appeared Charles Ferrell, Stephen Seibly and Harold E. Jones who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature





MAURICE JOHNSON
 Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

**El Dorado Hills Fire Department
 Fire Station # 85
 Attn: Deputy Chief Dustin Hall
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762**

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

RFB SCHEDULE	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate certified payroll record in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor's Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best's rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.

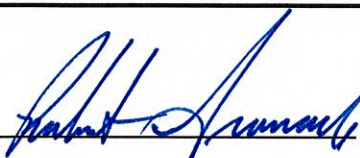
The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder's company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature:  Title: Vice President Date: 02/17/2022

Print Name: Bob Granade Company Name: DG Granade, Inc.

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: DG Granade, Inc.Mailing Address: 4420 Business Drive, Shingle Springs, CA 95682Phone Number: (530) 677-7484 Email Address: bids@dggranade.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: El Dorado Hills Fire Department
Fire Training Center

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:

A. Base Bid Price:	\$ <u>10,705,587.00</u>
B. Base Bid Contingency (8%):	\$ <u>854,447.00</u>
C. Street Monument Allowance*	\$ <u>150,000</u>
D. Sub Total (A+B+C=D):	\$ <u>11,712,034.00</u>
E. Deductive Alternate**	\$ <u>2,060,527.00 MG</u>
F. Deductive Alternate Contingency (8%)	\$ <u>164,842.00 ^{MG} 158,510.00</u>
G. Total Base Bid (D-E-F=G):	\$ <u>9,486,665.00 ^{MA} 9,572,149.00</u>


Total Base Bid (in words): Nine million four hundred eighty six thousand Dollars

Six hundred sixty five
nine million five hundred seventy two
thousand one hundred forty nine dollars

*Refer to Addendum #3 Drawings D0.1 and E1.1
**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): DG Granite, Inc.

Bidder Signature: 

Bidder Name (Printed): Bob Granite

Bidder Title: Vice President

Date: 02/17/2022

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT D.G. Granade, Inc.
(hereinafter Principal), as Principal, and Berkley Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ 10% of Total Amount Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of January 25, 2022.

	D.G. Granade, Inc.
Signature of Principal:	By: <u></u>
	Berkley Insurance Company
Signature of Surety:	By: <u></u>
	Erin Baulista, Attorney-In-Fact
Business Address:	<u>4 Hutton Centre, Suite 640</u>
City, State, Zip:	<u>Santa Ana, CA 92707</u>
Phone:	<u>657-356-2886</u>

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

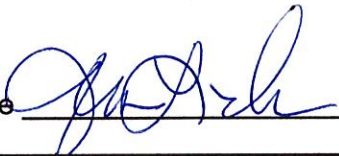
State of California
County of Santa Clara)

On JAN 25 2022 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

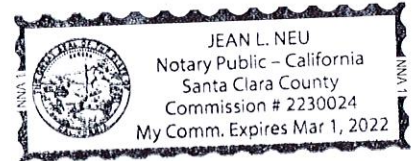
personally appeared Erin Bautista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Bryan D. Martin; Erin Bautista; Jean L. Neu; Stephen E. Leveroni; Angelina A. Campano; Gordon Scott Gaddy; or Jennifer Marie Hyland of ABD Insurance & Financial Services, Inc. of San Mateo, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of April, 2020.



Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21st day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Under my hand and seal of the Company, this 25th day of January, 2022.



[Signature]
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

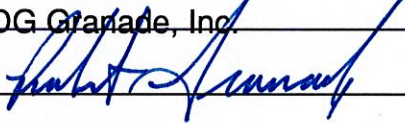
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

EL DORADO COUNTY

I, the undersigned, an authorized representative of DG Granade, Inc., being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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 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; that 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 or sham bid.

I hereby certify, under penalty of perjury, that the facts contained in this Non-Collusion Affidavit are true and correct.

Company Name (Printed):	<u>DG Granade, Inc.</u>
Bidder Signature:	<u></u>
Bidder Name (Printed):	<u>Bob Granade</u>
Bidder Title:	<u>Vice President</u>
Date:	<u>02/17/2022</u>

CONTRACTOR'S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder's license must remain active and in good standing throughout the term of the Agreement.

Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor's license and registration information is true and correct.

Contractor's License Number: 581408

License Expiration Date: 05/31/2023

Contractor's Classification: A & B

DIR Public Works Contractor Registration Number: 1000004110

Prevailing Wage Labor Classification(s): LABORER, CARPENTER, SHEET METAL, METAL ROOFING

Contractor's Name (Printed): DG Granada, Inc.

Contractor's Signature: 

Bidder Signature: 

Bidder Name (Printed): Bob Granada

Bidder Title: Vice President

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

Project Name: <u>Shingle Springs Montessori School</u>	
Date of Completion: <u>August 2017</u>	Contract Amount: <u>\$3,515,196.00</u>
Owner: <u>California Montessori Project</u>	Owner POC: <u>Gary Bowman</u>
Email Address: <u>gbowman@cacmp.org</u>	Phone #: <u>916-971-2430</u>
Project Description: <u>The Project consists of approximately 15,000 square feet of concrete foundations for pre-manufactured building construction and approximately 10 acres of site work. Also, building low voltage systems.</u>	
Project Name: <u>Corporation Yard Phase One</u>	
Date of Completion: <u>December 2021</u>	Contract Amount: <u>\$9,841,396.00</u>
Owner: <u>City of West Sacramento</u>	Owner POC: <u>James Strand</u>
Email Address: <u>jstrand@cityofwestsacramento.org</u>	Phone #: <u>916-447-7254</u>
Project Description: <u>Construction of a concrete ramp, combined decant and wash station, and a fueling station including: fuel tanks and dispensing units, structural steel, cold-formed metal framing, metal decking, metal siding and roofing.</u>	
Project Name: <u>Nevada County Operations Center</u>	
Date of Completion: <u>July 2020</u>	Contract Amount: <u>\$15,038,777.00</u>
Owner: <u>County of Nevada</u>	Owner POC: <u>Dennis Cooper</u>
Email Address: <u>dennis.cooper@co.nevada.ca.us</u>	Phone #: <u>925-899-5934</u>
Project Description: <u>New corporation yard consisting of multiple structures.</u>	

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
UENTA/RANCHO CORDOVA, CA Concrete nr	1000055067	concrete	\$2,603,000.00
John Wait/LODI, CA Masonry nr	1000000947	masonry	\$1,200,000.00
UPP/OT IRON/SACRAMENTO, CA Steel Fabrication & Installation nr	1000035200	Steel fabrication + installation	\$400,000.00
PATLSON CONSTRUCTION/FRESNO, CA Metal Stud Framing & Drywall nr	1000003441	Metal Stud Framing + Drywall	\$300,000.00
SURE CLEAN/TUBURD, CA Waterproofing nr	1000011558	waterproofing	\$90,000.00
WHP/BIRMINGHAM, MO Thermal Liner Panels nr	10000065704 10000 nr	Thermal Liner Panels	\$1,120,000.00
RSM/ROCKLIN, CA Roofing nr	1000002500	Roofing	\$240,000.00
KCBS/MODesto, CA Hollow Metal Dors, Frames, Hrdwr & Install nr	1000063244	Hollow Metal Dors, frames and install	\$300,000.00
TSV/SACRAMENTO, CA Painting nr	1000001903	Painting	\$90,000.00
DONG VEERKAMP/SHINGLE SPRING, CA Grading, Paving & Site Utilities nr	1000004944	Grading, Paving + Site Utilities	\$1,450,000.00
TAKEHARA/SACRAMENTO, CA Landscaping nr	1000007112	Landscaping	\$200,000.00
CRUSADER/RANCHO CORDOVA, CA Fencing nr	1000449929 10000 nr	Fencing	\$300,000.00
GARRAHAN/RANCHO CORDOVA, CA Electrical nr	1000001821	Electrical	\$225,000.00
	10000		
	10000		

BIDDER'S CHECKLIST
(To Be filled out by Bidder)

All items on the Bidder's Checklist must be initiated and dated for the Proposal to be considered complete.

1. **SIGNED RFB**
Pages 1-10 of the RFB have been thoroughly examined, understood and signed by an authorized representative of the bidder.
Initial: BG Date: 02/17/2022
2. **BID PROPOSAL**
Submittal Form 1: Bid Proposal has been completed, signed, and submitted.
Initial: BG Date: 02/17/2022
3. **BIDDER'S BOND**
Submittal Form 2: Bidder's Bond has been executed by the bidder and an approved surety or this bid is accompanied by a certified or cashier's check in an amount not less than ten percent (10%) of the Total Base Bid.
Initial: BG Date: 02/17/2022
4. **NON-COLLUSION AFFIDAVIT**
Submittal Form 3: Non-Collusion Affidavit has been completed, signed, and submitted.
Initial: BG Date: 02/17/2022
5. **CONTRACTOR'S LICENSE AND REGISTRATION FORM**
Submittal Form 4: Contractor's License and Registration Form has been completed, signed, and submitted.
Initial: BG Date: 02/17/2022
6. **PAST PERFORMANCE**
Submittal Form 5: Past Performance has been completed, signed, and submitted.
Initial: BG Date: 02/17/2022
7. **DESIGNATION OF SUBCONTRACTORS**
Submittal Form 6: Designation of Subcontractors has been completed, signed, and submitted.
Initial: BG Date: 02/17/2022
8. **MANDATORY PRE-BID CONFERENCE/JOB WALK AND PROJECT INSPECTION**
The bidder certifies that it attended the mandatory pre-bid conference/job-walk, has toured the project site, and is familiar with the work involved.
Initial: BG Date: 02/17/2022
9. **CONTRACT DOCUMENTS**
The bidder certifies that it has thoroughly examined and understood the Contract Documents (including, but not limited to, the RFB, General Conditions, Project Plans, and Specifications).
Initial: BG Date: 02/17/2022

BIDDER'S CHECKLIST – PAGE 2

10. ADDENDA/AMENDMENTS

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive off all items contained in such addenda/amendments.

Initial: BG Date: 02/17/2022

11. AGREEMENT

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: BG Date: 02/17/2022

12. OTHER BOND REQUIREMENTS

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: BG Date: 02/17/2022

13. CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: BG Date: 02/17/2022

14. ORIGINAL/COPIES

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial: BG Date: 02/17/2022



MAURICE JOHNSON
 Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

El Dorado Hills Fire Department
 Fire Station # 85
 Attn: Deputy Chief Dustin Hall
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

RFB SCHEDULE	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate certified payroll record in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse of potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor's Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best's rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.


The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder's company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature:  Title: President Date: 2/17/22

Print Name: Stephen W. Allen Company Name: S W Allen Construction Inc

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: S W Allen Construction Inc

Mailing Address: 4777 Auburn Blvd., Ste. 100 Sacramento, CA 95841

Phone Number: 916-344-2098 Email Address: sallen@swaci.com & ssouza@swaci.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: El Dorado Hills Fire Department
Fire Training Center

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:


- A. Base Bid Price: \$ 11,294,071
- B. Base Bid Contingency (8%): \$ 903,526
- C. Street Monument Allowance* \$ 150,000
- D. Sub Total (A+B+C=D): \$ 12,347,596
- E. Deductive Alternate** \$ <2,455,127>
- F. Deductive Alternate Contingency (8%) \$ <196,410>
- G. Total Base Bid (D-E-F=G): \$ 9,696,059

Total Base Bid (in words): Nine Million Six Hundred Ninety Six Thousand + Fifty Nine - Dollars Dollars

*Refer to Addendum #3 Drawings D0.1 and E1.1
**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): S W Allen Construction Inc

Bidder Signature: 

Bidder Name (Printed): Stephen W. Allen

Bidder Title: President

Date: 2/17/2022

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT S W Allen Construction Inc
(hereinafter Principal), as Principal, and Travelers Casualty and Surety Company of America a corporation organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ Ten Percent of Total Amount Bid-----.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of January 27, 2022.

	<u>S W Allen Construction Inc</u>
Signature of Principal:	<u>Stephen W. Allen, President</u> <u>Travelers Casualty and Surety Company of America</u>
Signature of Surety:	<u>[Signature]</u>
Business Address:	<u>One Tower Square</u>
City, State, Zip:	<u>Hartford, CT 06183</u>
Phone:	<u>(916)852-5223 - Ingrid Rice</u>

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

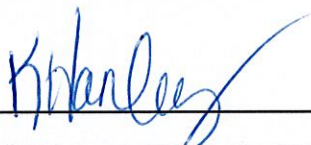
State of California
County of Placer)

On January 27, 2022 before me, K. Hanley, Notary Public
(insert name and title of the officer)

personally appeared Dona Lisa Buschmann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

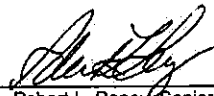
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dona Lisa Buschmann** of **ROSEVILLE**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

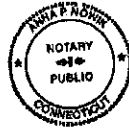
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of January, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

EL DORADO COUNTY

I, the undersigned, an authorized representative of S W Allen Construction Inc, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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 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; that 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 or sham bid.

I hereby certify, under penalty of perjury, that the facts contained in this Non-Collusion Affidavit are true and correct.

Company Name (Printed): S W Allen Construction Inc

Bidder Signature: 

Bidder Name (Printed): Stephen W. Allen

Bidder Title: President

Date: 2/17/2022

CONTRACTOR'S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder's license must remain active and in good standing throughout the term of the Agreement.

Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor's license and registration information is true and correct.

Contractor's License Number: 646849

License Expiration Date: 6/30/2022

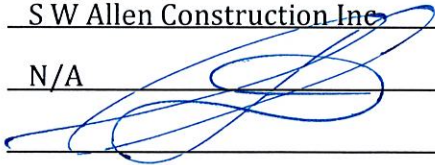
Contractor's Classification: A, B, C-39 & ASB Certification

DIR Public Works Contractor Registration Number: 1000001030

Prevailing Wage Labor Classification(s): Carpenter

Contractor's Name (Printed): S W Allen Construction Inc

Contractor's Signature: N/A

Bidder Signature: 

Bidder Name (Printed): Stephen W. Allen

Bidder Title: 2/17/2022

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

Project Name: <u>Freedom HS Performing Arts & CTE Facilities</u>	
Date of Completion: <u>11/16/2021</u>	Contract Amount: <u>\$21,568,352</u>
Owner: <u>Liberty UHSD</u>	Owner POC: <u>Anthony D'Amante</u>
Email Address: <u>anthony.damante@lathropconstruction.com</u> Phone #: <u>707-746-8000</u>	
Project Description: <u>New 21,689 sf Performing Arts Center (PAC), a 3,963 sf Career Technology Education (CTE) building & site development. PAC theater with 300 seats, choral & theater arts classrooms, dressing rooms, control booth, tech ledge, prop/set storage areas. Construction is Type 5B, metal framed, fully sprinklered for A-1 & E occupancy. CTE includes shop space, teaching area & tool storage. Construction Type 5B, wood framed, fully sprinklered for E occupancy. Demo of existing metal frame maintenance building, provision of parking lot with passenger drop-off/loading, concrete paved walkways, plaza, amphitheater, construction yard, landscaping, bio-swales, site lighting & fencing.</u>	
Project Name: <u>Cordova Community Pool Replacement</u>	
Date of Completion: <u>6/11/2021</u>	Contract Amount: <u>\$8,348,824</u>
Owner: <u>Cordova Recreation & Park District</u>	Owner POC: <u>Laura Taylor</u>
Email Address: <u>ltaylor@crpd.com</u> Phone #: <u>916-842-3319</u>	
Project Description: <u>New (10) lane swimming pool, (1) activity pool with (2) additional lap lanes, new 3,604 sf equipment/locker room building, new pool decking with pedestrian lighting, new fencing in pool area, replacement of existing fencing to meet climb over requirements & related site work.</u>	
Project Name: <u>Liberty HS Aquatic & Tennis Modernization</u>	
Date of Completion: <u>10/9/2020</u>	Contract Amount: <u>\$9,402,556</u>
Owner: <u>Liberty UHSD</u>	Owner POC: <u>Anthony D'Amante</u>
Email Address: <u>anthony.damante@lathropconstruction.com</u> Phone #: <u>707-746-8000</u>	
Project Description: <u>Demo several single-story buildings & swimming pool. Provide new pool deck, support building, lockers & pool equipment. Add additional tennis court & resurface existing courts & parking lot. Associated sitework.</u>	

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
SA		SWPPP	
SA		Hydro Seed	
Doug Veerkamp GE, Placerville	1000004944	Site Work	1,491,725
		Utilities & PAVING	
SA		Asphalt Paving	
Concrete North, Elk Grove	100000641	Site Concrete	2,609,295
	100000641	Cast In Place	
	10000	Concrete Reinforcing	

Submission Form 6

DESIGNATION OF SUBCONTRACTORS

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SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
ARROW Fence, Rocklin	1000002531	Fencing/Gates	357,721
PARKER Landscape, Sacto	1000000381	Irrigation/Plants	138,159
Heavenly Greens, San Jose	1000014875	SYNTHETIC TURF	139,495
PTS Masonry, Sacto	1000000391	Masonry	1,383,996
Townsend & Schmidt, Sacto	1000000879	MASONRY	1,292,310
Capitol IRON WORKS, Sacto	1000035200	Structural Steel Metal Fabrication	422,800
LINDEN STEEL, Manteca	1000000829	Metal Decking	123,500

GA

DESIGNATION OF SUBCONTRACTORS

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SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
SURE Clean, Cool	1000011558	Waterproofing	89,950
WHP, Grandview, MO	100087913	Insulation	1,120,053
Pac Shield Roof, Modesto	1000692652	Roofing Asphalt & Concrete tiles	87,796
RUA & sons, Rocklin	1000002506	Metal Roof Panel + Cold Applied Asp Roofing	104,800 137,690
opening Technologies, Concord	1000002569	Doors/Frames/Hardware	340,651
SA		Overhead Coiling Doors	
SA		Storefronts	
			314,269
SA	1000003441	Drywall Metal Framing Concrete Floor Sealing	298,738
SA	1000403023	Painting Signage	74,365

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SA
SA

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
		Plumbing	
		Mechanical	
B4H Electrical, Lodi	1000005135	Electrical	175,865

BIDDER'S CHECKLIST
(To Be filled out by Bidder)

All items on the Bidder's Checklist must be initiated and dated for the Proposal to be considered complete.

1. **SIGNED RFB**
Pages 1-10 of the RFB have been thoroughly examined, understood and signed by an authorized representative of the bidder.
Initial: SA Date: 2/17/2022
2. **BID PROPOSAL**
Submittal Form 1: Bid Proposal has been completed, signed, and submitted.
Initial: SA Date: 2/17/2022
3. **BIDDER'S BOND**
Submittal Form 2: Bidder's Bond has been executed by the bidder and an approved surety or this bid is accompanied by a certified or cashier's check in an amount not less than ten percent (10%) of the Total Base Bid.
Initial: SA Date: 2/17/2022
4. **NON-COLLUSION AFFIDAVIT**
Submittal Form 3: Non-Collusion Affidavit has been completed, signed, and submitted.
Initial: SA Date: 2/17/2022
5. **CONTRACTOR'S LICENSE AND REGISTRATION FORM**
Submittal Form 4: Contractor's License and Registration Form has been completed, signed, and submitted.
Initial: SA Date: 2/17/2022
6. **PAST PERFORMANCE**
Submittal Form 5: Past Performance has been completed, signed, and submitted.
Initial: SA Date: 2/17/2022
7. **DESIGNATION OF SUBCONTRACTORS**
Submittal Form 6: Designation of Subcontractors has been completed, signed, and submitted.
Initial: SA Date: 2/17/2022
8. **MANDATORY PRE-BID CONFERENCE/JOB WALK AND PROJECT INSPECTION**
The bidder certifies that it attended the mandatory pre-bid conference/job-walk, has toured the project site, and is familiar with the work involved.
Initial: SA Date: 2/17/2022
9. **CONTRACT DOCUMENTS**
The bidder certifies that it has thoroughly examined and understood the Contract Documents (including, but not limited to, the RFB, General Conditions, Project Plans, and Specifications).
Initial: SA Date: 2/17/2022

BIDDER'S CHECKLIST – PAGE 2

10. ADDENDA/AMENDMENTS

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive of all items contained in such addenda/amendments.

Initial: SA Date: 2/17/2022

11. AGREEMENT

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: SA Date: 2/17/2022

12. OTHER BOND REQUIREMENTS

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: SA Date: 2/17/2022

13. CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: SA Date: 2/17/2022

14. ORIGINAL/COPIES

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial: SA Date: 2/17/2022



MAURICE JOHNSON
 Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

**El Dorado Hills Fire Department
 Fire Station # 85
 Attn: Deputy Chief Dustin Hall
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762**

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

RFB SCHEDULE	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate certified payroll record in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor’s Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best’s rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.

The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder’s company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature:  Title: Chief Business Officer Date: 2/17/22

Print Name: Jonathan Wickman Company Name: Wickman Development and Construction

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: Wickman Development and ConstructionMailing Address: 5616 Mission St. San Francisco, CA 94112Phone Number: 415-239-4500Email Address: estimating@wickmandev.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: El Dorado Hills Fire Department
Fire Training Center

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:

A. Base Bid Price:	\$ <u>10,685,000</u>
B. Base Bid Contingency (8%):	\$ <u>854,800</u>
C. Street Monument Allowance*	\$ <u>150,000</u>
D. Sub Total (A+B+C=D):	\$ <u>11,689,800</u>
E. Deductive Alternate**	\$ <u>(1,615,000)</u>
F. Deductive Alternate Contingency (8%)	\$ <u>(129,200)</u>
G. Total Base Bid (D-E-F=G):	\$ <u>9,945,600</u>

Total Base Bid (in words): NINE MILLION NINE HUNDRED FORTY FIVE THOUSAND SIX HUNDRED DOLLARS

*Refer to Addendum #3 Drawings D0.1 and E1.1
**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): Wickman Development and Construction
 Bidder Signature: 
 Bidder Name (Printed): Jonathan Wickman
 Bidder Title: Chief Business Officer
 Date: February 17, 2022

Submittal Form 2

BIDDER'S BOND

Wickman Development & Construction, Inc.

KNOW ALL PERSONS BY THESE PRESENTS THAT 5616 Mission St., San Francisco, CA 94112

(hereinafter Principal), as Principal, and Hartford Fire Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of ~~CALIFORNIA~~ and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ Ten Percent (10%) of Amount Bid.

*Connecticut

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.


IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of January 20, 2022.

Wickman Development & Construction, Inc.

Signature of Principal:


Jonathan Wickman CBO

Signature of Surety:


Rebecca S. Leal, Attorney-in-Fact

Business Address:

One Hartford Plaza

City, State, Zip:

Hartford, CT 06155-0001

Phone:

(860) 547-5000

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.



State of Missouri

County of Jackson



On January 20, 2022 before me, Amy S. Fulton, Notary Public

personally appeared Rebecca S. Leal

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

AMY S. FULTON
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 8/22/2025
Commission # 21684076

Signature Amy S. Fulton
Amy S. Fulton Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
 Agency Code: 37-272106

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Christy M. Braile, Jeffrey C. Carey, Mary T. Flanigan, Tahitia M. Fry, Veronica Lawver, Rebecca S. Leal, Charissa D. Lecuyer, Kellie A. Meyer, Patrick T. Pribyl, Debra J. Scarborough, Lauren Scott, Evan D. Sizemore, C. Stephens Griggs, Charles R. Teter, III of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 20, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 07268

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended:

IN WITNESS WHEREOF, effective as of the 5th day of October, 2000, I have hereunto set my hand and caused my official seal to be affixed this 5th day of October, 2000.



By

Harry W. Lew
Insurance Commissioner

Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

EL DORADO COUNTY

I, the undersigned, an authorized representative of Wickman Development and Construction, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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 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; that 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 or sham bid.

I hereby certify, under penalty of perjury, that the facts contained in this Non-Collusion Affidavit are true and correct.

Company Name (Printed): Wickman Development and Construction

Bidder Signature: 

Bidder Name (Printed): Jonathan Wickman

Bidder Title: Chief Business Officer

Date: February 17, 2022

CONTRACTOR’S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder’s license must remain active and in good standing throughout the term of the Agreement.

Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor’s license and registration information is true and correct.

Contractor’s License Number: 970768


License Expiration Date: 8/31/22


Contractor’s Classification: A&B

DIR Public Works Contractor Registration Number: 1000002945

Prevailing Wage Labor Classification(s): Carpenters and Laborers

Contractor’s Name (Printed): Wickman Development and Construction

Contractor’s Signature: 

Bidder Signature: 

Bidder Name (Printed): Jonathan Wickman

Bidder Title: Chief Business Officer

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

Project Name: <u>Dr. Charles Drew ES Modernization & Interim Housing</u>	
Date of Completion: <u>August 2020</u>	Contract Amount: <u>\$21,582,678</u>
Owner: <u>San Francisco Unified School District</u>	Owner POC: <u>Sarah Price</u>
Email Address: <u>prices@sfusd.edu</u>	Phone #: <u>415-241-6152 x 1577</u>
Project Description: <u>The project is generally described as a general school modernization and reconstruction including ADA access, seismic upgrades, fire/life-safety upgrades, including but not limited to hazardous material abatement, demolition of interior finishes, demolition of mechanical, plumbing and electrical systems, demolition and installation of new fire sprinkler system, restroom upgrades, new flooring, new ceilings, new doors & hardware etc.</u>	
Project Name: <u>Sheridan Elementary School Modernization and Interim Housing</u>	
Date of Completion: <u>August 2021</u>	Contract Amount: <u>\$14,132,906.31</u>
Owner: <u>San Francisco Unified School District</u>	Owner POC: <u>Andrea Dawson</u>
Email Address: <u>dawsonA1@sfusd.edu</u>	Phone #: <u>415-241-6152 x1558</u>
Project Description: <u>The project is generally described as a school modernization and reconstruction of an existing 2 story school building including but not limited to Hazardous materials abatement; ADA Access Fire/Life/Safety upgrades; voluntary seismic upgrades at south wing; new pre-k and kindergarten play yards & play structures; new outdoor classroom; interim housing and associated temporary utilities; and miscellaneous sitework.</u>	
Project Name: <u>SFO Materials Testing Lab</u>	
Date of Completion: <u>October 2020</u>	Contract Amount: <u>\$4,966,551.45</u>
Owner: <u>City and County of SF, Airport Planning, Design and Construction</u>	Owner POC: <u>Lynn Filar</u>
Email Address: <u>lynn.filar@flysfo.com</u>	Phone #: <u>650-821-9534</u>
Project Description: <u>The project consists of the addition of a new one story building approximately 2,700 gross square feet located on the airfield with processing and testing labs, storage, office space, break room and building support spaces.</u>	

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
SKUTLEY - VUBA CITY	1000061781	STRUCTURAL CONCRETE	1,895,000
		REBAR JW	
TOWNSEND+SCHMIDT - SACRAMENTO	100000879	MASONRY	1,292,310 JW
		METAL DECK	
NMI INDUSTRIAL - SAC	100000362	STRUCTURAL STEEL	644,265
		METAL DECK JW	
		FRP JW	
		INSULATION JW	
KINGS ROOFING - SAC	1000000711	ROOFING	\$237,830
		DOORS JW	
AAC GLASS - HAYWARD	1000063338	GLAZING	128,000
		FLOORING JW	
INDUSTRIALDOORS - SACRAMENTO	1000000912	OVERHEAD DOORS	\$24,257
PATERSON CONST. - FRESNO	1000003441	DRYWALL	\$149,418
SATELLITE - MORGAN HILL	1000028304	PAINTING	62,496
KS PLUMBING - RANCHO CO.	1000003751	PLUMBING	28,820

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
COMFORT AIR - STOCKTON	100000833	HVAC	13,580
CARNAHAN ELECTRIC - DIAMOND SPRINGS	1000000075	ELECTRICAL	90,027
DUTCH - EL DORADO HILLS	1000030292	ASPHALT & GRADING EARTH WORK	73,844 JW
		ASPHALT JW	812,980
CRUSADER - RANCHO CORDON	1000030292	FENCING	296,487
MARINA - LATHROP	1000000079	LANDSCAPING	140,000
ENVOY - SACRAMENTO	1000059103	UTILITIES	742,410 JW
HEAVENLY GRASS - SAN JOSE	1000014875	ATHLETIC SURFACE	120,049
A+D AUTOMATIC GATE - REDWOOD CITY	1000069258	OPERABLE METAL GATE	48,764
TNB CONST. - ANTIOCH	1000035745	SITE CONCRETE	602,741
DON BOAM FLOORING - CLOVIS	1000057533	CONCRETE SEALER & RUBBER BASE	55,000
SURE-CLEAN - AUBURN	1000011558	WATERPROOFING	75,500
JANHDWAT - LODI	1000000947	MASONRY	1,232,780

BIDDER'S CHECKLIST – PAGE 2


10. ADDENDA/AMENDMENTS

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive of all items contained in such addenda/amendments.

Initial:  Date: 2/17/22

11. AGREEMENT

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial:  Date: 2/17/22

12. OTHER BOND REQUIREMENTS

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial:  Date: 2/17/22

13. CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial:  Date: 2/17/22

14. ORIGINAL/COPIES

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial:  Date: 2/17/22

✓

Diede Construction, Inc.
P. O. Box 1007
Woodbridge, CA 95258
Ph: (209) 369-8255
Fx: (209) 368-0600
CA License No. 632667
DIR No. 1000002716



SEALED BID PROPOSAL FOR:

**NEW CONSTRUCTION EL DORADO HILLS FIRE
TRAINING CENTER**

DELIVER TO:

**El Dorado Hills Fire Department
Fire Station #85
1050 Wilson Boulevard
El Dorado Hills, CA 95762
Attn: Deputy Chief Dustin Hall**

BID DUE: Thursday, February 17, 2022 @ 2:00:00 PM



MAURICE JOHNSON
 Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

El Dorado Hills Fire Department
 Fire Station # 85
 Attn: Deputy Chief Dustin Hall
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

RFB SCHEDULE	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate certified payroll record in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor's Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best's rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.

The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder's company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature: _____ Title: President Date: 2/15/22

Print Name: Steven L. Diede Company Name: Diede Construction, Inc.



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Corporate Resolution Diede Construction, Inc.

Officers Authorized to Contract

To authorize the officers to contract and obligate the corporation, in the ordinary course of business, the following resolution was, upon motion duly made, seconded and carried, adopted:

RESOLVED: That the following officers or either of them acting alone is, and the same hereby are, authorized to sign contracts, bind the corporation, submit proposals and bids and otherwise enter obligations for and on behalf of the corporation:

President – Steven L. Diede
Director of Pre-Construction – Brett Diede

I, Lillian Diede, Secretary / Treasurer of the Board of Directors of Diede Construction, Inc., do hereby declare and attest that the above resolution of Diede Construction, Inc. is true and correct and was passed unanimously by the Board of Directors of Diede Construction, Inc. at its meeting on June 17, 2021.

Lillian Diede
Secretary / Treasurer

Diede Construction Inc.'s Corporate Officers Names and Residence Addresses are as follows:

President	Steven L. Diede	6300 Hogan Lane, Lodi, CA 95240
Director of Pre-Construction	Brett Diede	12445 Curry Ave., Lodi, CA 95240
Secretary	Lillian K. Diede	6300 Hogan Lane, Lodi, CA 95240

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: Diede Construction, Inc.

Mailing Address: P.O. Box 1007 Woodbridge, CA 95258

Phone Number: 209.369.8255 Email Address: estimating@diedeconstruction.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: El Dorado Hills Fire Department
Fire Training Center

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:

A. Base Bid Price:	\$ 11,440,000.00	_____
B. Base Bid Contingency (8%):	\$ 915,520.00	_____
C. Street Monument Allowance*	\$ 150,000	_____
D. Sub Total (A+B+C=D):	\$ 12,509,520.00	_____
E. Deductive Alternate**	\$ 2,309,000.00	_____
F. Deductive Alternate Contingency (8%)	\$ 184,720.00	_____
G. Total Base Bid (D-E-F=G):	\$ 10,015,800.00	_____
Total Base Bid (in words):	Ten million fifteen thousand eight hundred	_____ Dollars

*Refer to Addendum #3 Drawings D0.1 and E1.1
**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): Diede Construction, Inc.

Bidder Signature: _____

Bidder Name (Printed): Steven L. Diede

Bidder Title: President

Date: 2/15/22

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT Diede Construction, Inc.
(hereinafter Principal), as Principal, and Fidelity and Deposit Company of Maryland a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ Ten Percent of Amount Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of February 3, 2022.

Diede Construction, Inc.

Signature of Principal:

STEVEN L. DIEDE, PRESIDENT
Fidelity and Deposit Company of Maryland

Signature of Surety:

Elizabeth Colodi
Elizabeth Colodi, Attorney-in-Fact

Business Address:

1299 Zurich Way, 5th Floor,

City, State, Zip:

Schaumburg, IL 60196-1056

Phone:

847-605-6000

NOTES:

- 1. Signature of those executing for the Surety must be properly acknowledged.
- 2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On February 3, 2022 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Renee Ramsey, John Hopkins, John J. Weber, Joseph H. Weber, Marissa Robinson, Matthew Foster, Mary Collins, Sara Walliser, Jessica Monlux, Elizabeth Collodi, K. Corey Ward, Deanna Quintero, Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna and Pam Sey**, of **Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8. of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of July A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*

Secretary

**State of Maryland
County of Baltimore**

On this 13th day of July 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CONTRACTOR'S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder's license must remain active and in good standing throughout the term of the Agreement.

Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor's license and registration information is true and correct.

Contractor's License Number: 632267

License Expiration Date: 12/31/2023

Contractor's Classification: A, B, C-2, C-8, C15, C39, C-61/D28, C27

DIR Public Works Contractor Registration Number: 1000002716

Prevailing Wage Labor Classification(s): Carpenter; Cement Mason; General Building; Laborer

Contractor's Name (Printed): Steven L. Diede, President of Diede Construction, Inc.

Contractor's Signature: _____

Bidder Signature: _____

Bidder Name (Printed): Steven L. Diede

Bidder Title: President

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

Project Name: Lathrop Manteca Fire Station No. 31 Rehabilitation

Date of Completion: 9/17/2021 Contract Amount: \$2,932,000.00

Owner: Lathrop Manteca Fire District Owner POC: Larry Madoski

Email Address: lmadoski@lmfire.org Phone #: 209.941.5102

Project Description: The construction of a partial remodel of the existing building and roof replacement.

Project Name: Napa Fire Station No. 5

Date of Completion: 04/11/2018 Contract Amount: \$4,556,116.00

Owner: City of Napa Owner POC: Ernie Cabral, P.E.

Email Address: ecabral@cityofnapa.org Phone #: 707.257.9386

Project Description: The construction of a new fire station located on a 0.53 acre site. The project includes the construction of an approximately 5,145 square foot fire station structure, parking areas, drive aisles, frontage improvements, boundary fencing, all utilities and other site and building improvements.

Project Name: Lodi Unified School District Maintenance & Operations Center

Date of Completion: 05/2020 Contract Amount: \$11,413,700.00

Owner: Lodi Unified School District Owner POC: Vickie Brum

Email Address: vbrum@lodiUSD.net Phone #: 209.331.7223

Project Description: The new construction of a Maintenance & Operations Center. New site development, including new utility services, required extensive design development and approvals via City of Lodi. Main building is a 37,000 sqft Butler Pre-Engineered Metal Building on a 7.5 acre site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
Doug DogveerCamp / Placerville	1000442333	Grading and Paving (SD)	
Richter Fence / Ripon	1000001995	Fencing	265K
Doug DogveerCamp / Placerville	1000004994	Underground Utilities (SD)	
Takahara Landscape inc Sacramento	1000007112	Landscaping	306K
Urata and Sons / Kando Cordova	1000005567	Concrete	2630K
AMD Metal Work Sacramento Roseville	1000773330	Structural and Miscellaneous Metal	490K
	1000	Bituminous Waterproofing	
Clark Roofing inc Sacramento	1000024627	Asphalt Shingles	125K
Solano County Roofing Folsom	100000777	Metal Roof	99K
WAP Grand View, MO	1000867913	insulation	1120K
PWS Grass Valley	1000405023	Painting and Coating	74K
KCBS Modesto	1000063244	Doors, Frames, Hardware	311K
IMKAT Antelope	1000833270	Gypsum Board	595K
BTH Electric Inc Lodi	1000005135	Electrical	175K
Doug DogveerCamp / Placerville	1000004994	Grading and Paving/ Utilities	1473K

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
Townsend and schmidt Sacramento	1000000874	Masonry	1292K
John D Wait / ledi	100000947	Masonry	1232K
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		
	1000		

(5)

BIDDER'S CHECKLIST
(To Be filled out by Bidder)

All items on the Bidder's Checklist must be initiated and dated for the Proposal to be considered complete.

1. **SIGNED RFB**
Pages 1-10 of the RFB have been thoroughly examined, understood and signed by an authorized representative of the bidder.
Initial: _____ Date: 2/16/22

2. **BID PROPOSAL**
Submittal Form 1: Bid Proposal has been completed, signed, and submitted.
Initial: _____ Date: 2/16/22

3. **BIDDER'S BOND**
Submittal Form 2: Bidder's Bond has been executed by the bidder and an approved surety or this bid is accompanied by a certified or cashier's check in an amount not less than ten percent (10%) of the Total Base Bid.
Initial: _____ Date: 2/16/22

4. **NON-COLLUSION AFFIDAVIT**
Submittal Form 3: Non-Collusion Affidavit has been completed, signed, and submitted.
Initial: _____ Date: 2/16/22

5. **CONTRACTOR'S LICENSE AND REGISTRATION FORM**
Submittal Form 4: Contractor's License and Registration Form has been completed, signed, and submitted.
Initial: _____ Date: 2/16/22

6. **PAST PERFORMANCE**
Submittal Form 5: Past Performance has been completed, signed, and submitted.
Initial: _____ Date: 2/16/22

7. **DESIGNATION OF SUBCONTRACTORS**
Submittal Form 6: Designation of Subcontractors has been completed, signed, and submitted.
Initial: _____ Date: 2/16/22

8. **MANDATORY PRE-BID CONFERENCE/JOB WALK AND PROJECT INSPECTION**
The bidder certifies that it attended the mandatory pre-bid conference/job-walk, has toured the project site, and is familiar with the work involved.
Initial: _____ Date: 2/16/22

9. **CONTRACT DOCUMENTS**
The bidder certifies that it has thoroughly examined and understood the Contract Documents (including, but not limited to, the RFB, General Conditions, Project Plans, and Specifications).
Initial: _____ Date: 2/16/22

BIDDER'S CHECKLIST – PAGE 2

10. **ADDENDA/AMENDMENTS**

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive of all items contained in such addenda/amendments.

Initial: _____ Date: 2/16/22

11. **AGREEMENT**

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: _____ Date: 2/16/22

12. **OTHER BOND REQUIREMENTS**

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: _____ Date: 2/16/22

13. **CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION**

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: _____ Date: 2/16/22

14. **ORIGINAL/COPIES**

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial: _____ Date: 2/16/22

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

DIEDE CONSTRUCTION INC



to engage in the business or act in the capacity of a contractor in the following classification(s):

- A - GENERAL ENGINEERING CONTRACTOR
- B - GENERAL BUILDING CONTRACTOR
- C-2 - INSULATION AND ACOUSTICAL
- C-8 - CONCRETE

Witness my hand and seal this day,

September 23, 2008

Issued December 4, 1991



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number 632667
Business Name DIEDE CONSTRUCTION INC

Stephen P. Sands
Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

632667

License Number

Classifications A B C-2 C-8 C-15 C-39 ASB HAZ C61/D28 C27

Expiration Date 12/31/2023

www.csib.ca.gov





Contractor Information

Legal Entity Name
DIEDE CONSTRUCTION INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000002716

Registration effective date
07/01/19

Registration expiration date
06/30/22

Mailing Address
P.O. BOX 1007 WOODBRIDGE 95258 CA United States of America

Physical Address
12393 N. HIGHWAY 99 LODI 95240 CA United States of America

Email Address
jramirez@diedeconstruction.com

Trade Name/DBA

License Number (s)
CSLB:632667

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2022
5/4/2018	6/30/2019
6/5/2017	6/30/2018
6/8/2016	6/30/2017
6/17/2015	6/30/2016
11/12/2014	6/30/2015

Legal Entity Information

Corporation Entity Number: C1801825

Federal Employment Identification Number: 680257126

President Name: STEVEN LLOYD DIEDE

Vice President Name: WAYNE JACOB DIEDE

Treasurer Name: LILLIAN KATRINA DIEDE

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name: STEVEN LLOYD DIEDE

Agent of Service Mailing Address: P.O. BOX 1007 WOODBRIDGE 95258 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name: DIEDE CONSTRUCTION INC.

Insurance Carrier: ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC581799208

Inception date: 03/01/2021

Expiration Date: 03/01/2022



COMMERCIAL INDUSTRIAL DESIGN BUILD

CA License No. 632669
HI License No. 30496

CALIFORNIA
P.O. Box 1007
Woodbridge, CA. 95258
p: (209) 369-8255
f: (209) 368-0600

HAWAII
517 Ahui Street
Honolulu, HI. 96813
p: (808) 777-6290
f: (808) 777-6295



Diede Construction, Inc.

Diede Construction, Inc. (DDC)'s CA Contractor's License Number is 632667, and it expires on December 31, 2023.

Diede Construction, Inc. (DDC)'s DIR Registration No. is 1000002716, and it expires on June 30, 2022.

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

Diede Construction, Inc.

Steven L. Diede, President

Authorization to Make Corrections

The DDC representative delivering this bid is authorized to make changes to the bid documents on behalf of DDC and place authorized initials at that change to the bid documents.

Diede Construction, Inc.

Steven L. Diede, President



MAURICE JOHNSON
 Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

El Dorado Hills Fire Department
 Fire Station # 85
 Attn: Deputy Chief Dustin Hall
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

DESCRIPTION	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate *certified payroll record* in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor’s Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best’s rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.


The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder’s company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature:  Title: Vice President Date: 2/17/2022

Print Name: Austin Bobo Company Name: Bobo Construction, Inc.

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: Bobo Construction, Inc.

Mailing Address: 9722 Kent Street, Suite A, Elk Grove, CA 95624

Phone Number: 916-383-7777 Email Address: bestimating@boboconstructioninc.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: **El Dorado Hills Fire Department
Fire Training Center**

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department's Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:

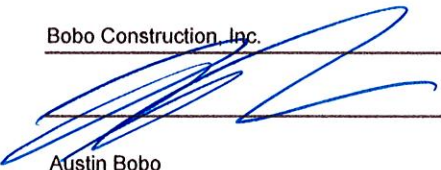
- A. Base Bid Price: \$ 11,944,000.00
- B. Base Bid Contingency (8%): \$ 955,520.00
- C. Street Monument Allowance* \$ 150,000
- D. Sub Total (A+B+C=D): \$ 13,049,520.00
- E. Deductive Alternate** \$ 1,650,000.00
- F. Deductive Alternate Contingency (8%) \$ 132,000.00
- G. Total Base Bid (D-E-F=G): \$ 11,267,520.00

Total Base Bid (In words): Eleven Million two hundred sixty-seven thousand five hundred twenty Dollars

*Refer to Addendum #3 Drawings D0.1 and E1.1
**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): Bobo Construction, Inc.

Bidder Signature: 

Bidder Name (Printed): Austin Bobo

Bidder Title: Vice President

Date: 2/17/2022

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT BOBO CONSTRUCTION, INC.
(hereinafter Principal), as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ **TEN PERCENT (10%) OF AMOUNT BID**.


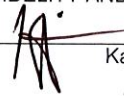
THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of February 9, 2022.

	<u>BOBO CONSTRUCTION, INC.</u>
Signature of Principal:	
	<u>FIDELITY AND DEPOSIT COMPANY OF MARYLAND</u>
Signature of Surety:	
	<u>Karen Amin, Attorney-in-Fact</u>
Business Address:	<u>525 Market St., Ste. 2900</u>
City, State, Zip:	<u>San Francisco, CA 94105</u>
Phone:	<u>(415) 538-7361</u>

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California
County of San Joaquin)

On February 9, 2022 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

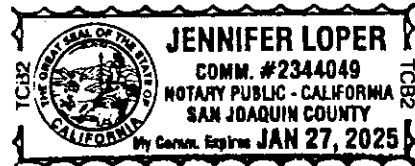
personally appeared Karen Amin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Daniel M.CONNOLLY**, **David SCHNAPP**, **Karen AMIN** and **Jennifer LOPER**, all of Lodi, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of July, 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and **Dawn E. Brown**, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of February, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

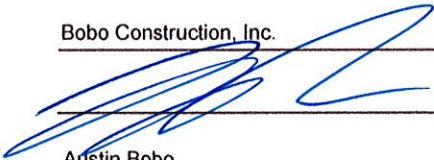
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

EL DORADO COUNTY

I, the undersigned, an authorized representative of Bobo Construction, Inc., being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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 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; that 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 or sham bid.

I hereby certify, under penalty of perjury, that the facts contained in this Non-Collusion Affidavit are true and correct.

Company Name (Printed):	<u>Bobo Construction, Inc.</u>
Bidder Signature:	
Bidder Name (Printed):	<u>Austin Bobo</u>
Bidder Title:	<u>Vice President</u>
Date:	<u>2/17/2022</u>

CONTRACTOR’S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder’s license must remain active and in good standing throughout the term of the Agreement.

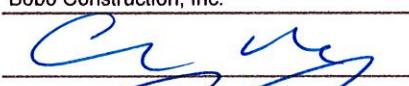

Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor’s license and registration information is true and correct.

Contractor’s License Number:	<u>183537</u>
License Expiration Date:	<u>9/30/2022</u>
Contractor’s Classification:	<u>A, B, C8, C20, C36 C43, D28</u>
DIR Public Works Contractor Registration Number:	<u>1000000906</u>
Prevailing Wage Labor Classification(s):	<u>Carpenter, Laborer</u>

Contractor’s Name (Printed):	<u>Bobo Construction, Inc.</u>
Contractor’s Signature:	
Bidder Signature:	
Bidder Name (Printed):	<u>Austin Bobo</u>
Bidder Title:	<u>Vice President</u>

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

Project Name: <u>Please see attached</u>	
Date of Completion: _____	Contract Amount: _____
Owner: _____	Owner POC: _____
Email Address: _____	Phone #: _____
Project Description: _____	

Project Name: _____	
Date of Completion: _____	Contract Amount: _____
Owner: _____	Owner POC: _____
Email Address: _____	Phone #: _____
Project Description: _____	

Project Name: _____	
Date of Completion: _____	Contract Amount: _____
Owner: _____	Owner POC: _____
Email Address: _____	Phone #: _____
Project Description: _____	

Public Works Projects Completed
All DSA Approved
Bobo Construction, Inc. as general contractor
No Private Projects

Project Name: Grant High School Admin HVAC Replacement Project

Location: Sacramento, CA

Owner: Twin Rivers Unified School District

Owner Contact: Perry Herrera 916-566-1600

Email: perry.herrera@twinriversusd.org

Architect: BCA Architects

Architect Contact: Michele Gargano 916-254-5600

Email: micheleg@studiow-architects.com

Construction Manager: Greystone West Company

Construction Manager Contact: Christopher Zunino 707-483-0965

Email: czunino@greystonewest.com

Description of Project, Scope of work performed: Replace ductwork and mechanical units in building A & B, remove existing clay roof tiles, replace existing underlayment, and reuse existing clay roof tiles

Total Value of Construction (including change orders): \$1,082,930

Start of Construction Date: 5/21/2021

Contractual Completion Date: 12/3/2021

Time Extension Granted (number of days):

Actual Date of Completion:

Number of Submitted Potential Change Order's (PCO'S): 11

Number of Approved Potential Change Order's (PCO'S): 10

Project Name: Bell Hill Academy ES Inc. 2 - Multipurpose

Location: Grass Valley, CA

Owner: Grass Valley School District

Owner Contact: Brian Martinez, 530-273-4483

Email: bmartinez@gvsd.us

Architect: Aedis Architects

Architect Contact: Scott Burnham, 916-970-0226

Email: sburnham@aedisarchitects.com

Construction Manager: Landmark Construction Management Services

Construction Manager Contact: Brett Bennett, 916-663-1953

Email: bbennett@landmarkconst.net

Description of Project, Scope of work performed: new foundation – MP building, utility connection to new MP building, new MP building, courtyard, fire alarm and admin. restroom

Total Value of Construction (including change orders): \$2,811,114

Start of Construction Date: 9/8/2020

Contractual Completion Date: 4/5/2021
Time Extension Granted (number of days): 0
Actual Date of Completion: 8/5/2021
Number of Submitted Potential Change Order's (PCO'S): 31
Number of Approved Potential Change Order's (PCO'S): 31

Project Name: Lyman Gilmore Middle School Modernization 2019 - Inc. #1

Location: Grass Valley, CA
Owner: Grass Valley School District
Owner Contact: Brian Martinez, 530-273-4483
Email: bmartinez@gvsd.us
Architect: Aedis Architects
Architect Contact: Scott Burnham, 916-970-0226
Email: sburnham@aedisarchitects.com
Construction Manager: Landmark Construction Management Services
Construction Manager Contact: Brett Bennett, 916-663-1953
Email: bbennett@landmarkconst.net
Description of Project, Scope of work performed: Campus accessibility improvements, complete HVAC removal and replacement, new roofing system, new telecom and fire alarm and lighting updates in selected areas
Total Value of Construction (including change orders): \$6,073,077
Start of Construction Date: 4/24/2020
Contractual Completion Date: 8/17/2020
Time Extension Granted (number of days): 0
Actual Date of Completion: 11/30/2020
Number of Submitted Potential Change Order's (PCO'S): 6
Number of Approved Potential Change Order's (PCO'S): 6

Project Name: Margaret Scotten ES Modernization 2019

Location: Grass Valley, CA
Owner: Grass Valley School District
Owner Contact: Brian Martinez, 530-273-4483
Email: bmartinez@gvsd.us
Architect: Aedis Architects
Architect Contact: Robert Rudd, 916-970-0230
Email: rrud@aedisarchitects.com
Construction Manager: Landmark Construction Management Services
Construction Manager Contact: Brett Bennett, 916-663-1953
Email: bbennett@landmarkconst.net
Description of Project, Scope of work performed: Demolition and removal work, new casework, flooring, tile, plumbing, alter existing and add new HVAC, alter existing and new electrical, fire alarm and telecom
Total Value of Construction (including change orders): \$1,913,213
Start of Construction Date: 4/24/2020
Contractual Completion Date: September 2020
Time Extension Granted (number of days): 0

Actual Date of Completion: 9/30/2020
Number of Submitted Potential Change Order's (PCO'S): 7
Number of Approved Potential Change Order's (PCO'S): 7

Project Name: Alisal ES Roofing and HVAC Replacement

Location: Pleasanton, CA

Owner: Pleasanton Unified School District

Owner Contact: N/A – No direct contact with District (CM used on project)

Email:

Architect: Sugimura Finney Architects

Architect Contact: Michael Bowers, 408-829-3470

Email: mike@sugimura.com

Construction Manager: Van Pelt Construction Services

Construction Manager Contact: Jenny Choi, 707-315-3918

Email: jenny.choi@vpcsonline.com

Description of Project, Scope of work performed: new roofing, HVAC and Fire Alarm work

Total Value of Construction (including change orders): \$696,419.45

Start of Construction Date: 6/1/2021

Contractual Completion Date: 8/3/2021

Time Extension Granted (number of days): 0

Actual Date of Completion: 9/1/2021

Number of Submitted Potential Change Order's (PCO'S): 10

Number of Approved Potential Change Order's (PCO'S): 7

Project Name: PKG 4 Roofing and HVAC Replacement

Location: Pleasanton, CA

Owner: Pleasanton Unified School District

Owner Contact: N/A – No direct contact with District (CM used on project)

Email:

Architect: Sugimura Finney Architects

Architect Contact: Michael Bowers, 408-829-3470

Email: mike@sugimura.com

Construction Manager: Van Pelt Construction Services

Construction Manager Contact: Jenny Choi, 707-315-3918

Email: jenny.choi@vpcsonline.com

Description of Project, Scope of work performed: new roofing, HVAC, Acoustical Ceiling and Fire Alarm work at Valley View ES, Pleasanton MS and Amador Valley HS

Total Value of Construction (including change orders): \$4,987,689

Start of Construction Date: 5/26/2021

Contractual Completion Date: 8/3/2021

Time Extension Granted (number of days): time extension granted due to HVAC Unit Delay

Actual Date of Completion: 10/11/2021

Number of Submitted Potential Change Order's (PCO'S): 29

Number of Approved Potential Change Order's (PCO'S): 19

Project Name: PKG 3 Roofing and HVAC Replacement

Location: Pleasanton, CA

Owner: Pleasanton Unified School District

Owner Contact: N/A – No direct contact with District (CM used on project)

Email:

Architect: Sugimura Finney Architects

Architect Contact: Michael Bowers, 408-829-3470

Email: mike@sugimura.com

Construction Manager: Van Pelt Construction Services

Construction Manager Contact: Jenny Choi, 707-315-3918

Email: jenny.choi@vpcsonline.com

Description of Project, Scope of work performed: New roofing, HVAC, Acoustical Ceiling and Fire Alarm work at Fairlands ES and Harvest Park MS

Total Value of Construction (including change orders): \$3,642,015.25

Start of Construction Date: 4/2/2021

Contractual Completion Date: 8/3/2021

Time Extension Granted (number of days): time extension granted due to HVAC Unit Delay

Actual Date of Completion: 9/16/2021

Number of Submitted Potential Change Order's (PCO'S): 9

Number of Approved Potential Change Order's (PCO'S): 8

Project Name: Bear River High School Modernization Phase 1

Location: Grass Valley, CA

Owner: Nevada Joint Union School District

Owner Contact: Jordan Kohler, 530-648-0155

Email: jkohler@njusd.com

Architect: Siteline Architects

Architect Contact: Richard Baker, 530-277-1263

Email: rab@sitelinearch.com

Construction Manager: N/A

Construction Manager Contact:

Email:

Description of Project, Scope of work performed: Remove and replacement of existing pavement, interior and exterior finishes, plumbing, HVAC, doors, casework, lighting, new DSA shade structure, new fire sprinkler system, remodel bathrooms, modernization of metal shop and wood shop, parking lot work including AC, striping and signage

Total Value of Construction (including change orders): \$4,589,428.03

Start of Construction Date: 5/4/2021

Contractual Completion Date: 10/16/2021

Time Extension Granted (number of days): Extension granted for added CO work by owner

Actual Date of Completion: 4/16/2021

Number of Submitted Potential Change Order's (PCO'S): 77

Number of Approved Potential Change Order's (PCO'S): 68

Project Name: Granada High School Pool and Athletic Center

Location: Livermore, CA

Owner: Livermore Valley Joint Unified School District

Owner Contact: Craig Lemos 925-960-2920

Email: clemos@lvjUSD.org

Architect: Lionakis

Architect Contact: Bill Weinberg 916-558-1900

Email: bill.weinberg@lionakis.com

Construction Manager: Kitchell

Construction Manager Contact: Juan Garrahan 510-410-3637

Email: jgarrahan@kitchell.com

Description of Project, Scope of work performed: new athletic center including weight and dance rooms and new swimming pool and outdoor volleyball court

Total Value of Construction (including change orders): \$12,927,183.30

Start of Construction Date: 10/29/2018

Contractual Completion Date: 12/6/2019

Time Extension Granted (number of days): groundwater impacted project

Actual Date of Completion: 7/30/2021

Number of Submitted Potential Change Order's (PCO'S): 146

Number of Approved Potential Change Order's (PCO'S): 42

Project Name: Butte Fire Station – Unit Headquarters Replace Facility

Location: Oroville, CA

Owner: Department of General Services

Owner Contact: Bill Greenleaf

Email: William.Greenleaf@dgs.ca.gov

Architect: AECOM

Architect Contact: 916.679.2365

Description of Project, Scope of Work Performed: Work consists of the demolition of the existing Cal Fire Unit Headquarters and the construction of a new facility featuring 9 structures (barracks, warehouse buildings, auto shop, admin building, etc.)

Current Contract Value: \$24,586,010.00

Original Scheduled Completion Date: 9/2019

Project Name: Elk Grove Community & Senior Center

Location: Elk Grove, CA

Owner: City of Elk Grove

Owner Contact: Jeff Werner

Email: jwerner@elkgrovecity.org

Architect: Group 4

Architect Contact: William Lim, 650-871-0709x225

Description of Project, Scope of Work Performed: construction of a single story community center building with a lobby, café, main hall, commercial kitchen, conference room, Veterans Memorial

Hall, and senior center wing with a lounge, multi-use classrooms, arts and crafts studios and music classroom.

Current Contract Value: 19,400,000.00

Original Scheduled Completion Date: 3/2020

Project Name: Ethan Way Facility Maintenance & Prop 39 Upgrades

Location: 1410 Ethan Way, Sacramento, CA 95825

Owner: Los Rios Community College District

Owner Contact: Reza Mirmiran

Email: MirmirM@losrios.edu

Architect: Kevin Pressey & Associates

Architect Contact: Mobrien@presseyassociates.com

Construction Manager (name and Contact): None

Description of Project, Scope of Work Performed: Project included 2 parts. Part I - Repairs: removal of the existing storefront and replacing with new, including modification of roof connection with new parapets, repair/repaint all exterior stucco, upgrade electrical, removal of existing floor tile/install new, removal of existing shed at South yard and guardrail at South parapet, parking area upgrade to comply with current ADA code, resurfacing/remarking asphalt paving in parking area, add infrastructure for security cameras. Part II - Prop 39: replace light bulbs/tubes and upgrade energy management system (EMS).

Current Contract Value: \$2,328,74857

Original Scheduled Completion Date: 1/05/19

Project Name: New K-12 Campus – Rancho Del Paso: Bid Package 05A

Location: McClellan AFB, CA

Owner: Gateway Community Charters

Owner Contact: 916.286.5129

Architect: Architecture for Education

Architect Contact: 626.356.4080

Description of Project, Scope of Work Performed: Structural steel and miscellaneous metals bid package for the new campus.

Current Contract Value: \$2,478,000.00

Original Scheduled Completion Date: 2/2018

Project Name: Truckee HS Modernization

Location: Truckee, CA

Owner: Tahoe Truckee Unified

Owner Contact: Rob Koster

Email: rkoster@ttusd.org

Architect: DLR Group

Architect Contact: 916.446.0206

Description of Project, Scope of Work Performed: Furnish and Install Doors, Frames, Hardware, Misc. Specialties

Current Contract Value: \$513,579.00

Original Scheduled Completion Date: 10/2018

Project Name: Cordova HS Auxiliary Gym

Location: Rancho Cordova, CA

Owner: Folsom Cordova Unified School District

Owner Contact:

Email:

Architect: Rainforth Grau

Architect Contact: 916-368-7990

Construction Manager (name and contact): Roebbelen, Phil Wonders, 916-586-9403

Description of Project, Scope of Work Performed: New gym, doors, bleachers, tile, fencing, misc. masonry, epoxy flooring, FRP

Current Contract Value: \$1,513,692

Original Scheduled Completion Date: 6/28/2018

Project Name: Folsom High School

Location: Folsom, CA

Owner: Folsom Cordova Unified School District

Owner Contact:

Email:

Architect: Rainforth Grau

Architect Contact: 916-368-7990

Construction Manager (name and contact): Clark Sullivan, Michael Flores, 916-462-1196

Description of Project, Scope of Work Performed: site work, underground utilities, paving

Current Contract Value: \$727,233.34

Original Scheduled Completion Date: 12/15/2017

Project Name: Rio Americano HS Softball Field

Location: Sacramento, CA

Owner: San Juan Unified School District

Owner Contact:

Email:

Architect: Verde Designs

Architect Contact: Tony Wood

Construction Manager (name and contact): Vanir, William Brown, 916-214-2951

Description of Project, Scope of Work Performed: new softball fields

Current Contract Value: \$913,726.00

Original Scheduled Completion Date: 12/6/2017

Project Name: Delta Service District Center Relocation/Construction

Location: Stockton, CA

Owner: Department of General Services/CCC

Owner Contact: Rafat Alafranji

Email: rafat.alafranji@dgs.ca.gov

Architect: LDA Partners

Architect Contact: 209.943.0405

Description of Project, Scope of Work Performed: Construction and development of 20-acre site containing 9 buildings and various site improvements

Current Contract Value: \$22,600,000.00
Original Scheduled Completion Date: 12/2017

Project Name: SMUD – EMC Security Control – FSO Reconfiguration

Location: SMUD EC-OC 4401 Bradshaw Rd, Sacramento, CA 95827

Owner: SMUD

Owner Contact: Brendan East

Email: Brendan.East@smud.org

Architect: None - SMUD

Architect Contact:

Construction Manager (name and Contact): None

Description of Project, Scope of Work Performed: TI at existing SMUD facility to accommodate new security room and related infrastructure.

Current Contract Value: \$421,735.00

Original Scheduled Completion Date: 3/26/18

Project Name: Heron K-8 Classroom Addition

Location: Sacramento, CA

Owner: Natomas Unified School District

Owner Contact: Paul Anderson

Email: panderson@natomas.k12.ca.us

Architect: LPA Inc

Architect Contact: 916.287.2400

Description of Project, Scope of Work Performed: Work consists of a single-story classroom, science classroom and restroom buildings with covered walkways. Landscape improvements and related site work.

Current Contract Value: \$5,011,922.00

Original Scheduled Completion Date: 10/2017

Project Name: Sol Aureus College Preparatory School

Location: Sacramento, CA

Owner: Sol Aureus College Preparatory School

Owner Contact: 916.949.9344

Architect: Stafford King Wiese Architects

Architect Contact: 916.930.5900

Description of Project, Scope of Work Performed: Sitework for three new modular buildings, including various site improvements

Current Contract Value: \$661,894.00

Original Scheduled Completion Date: 8/2017

Project Name: UC Davis Med Center Building 64 & 94

Location: Sacramento, CA

Owner: UC Davis Health System

Owner Contact: 916.734.7024

Architect: Lionakis

Architect Contact: 916.558.1900

Description of Project, Scope of Work Performed: Project consists of selectively cutting and capping all utilities feeding building 64 and 94, mass demolition of buildings 64 and 94, grade site for future building, and the build back of exterior wall to Hospital.

Current Contract Value: \$1,494,517

Original Scheduled Completion Date: 2/2017

Project Name: Grant Union High School Aquatic Complex

Location: Sacramento, CA

Owner: Twin Rivers Unified School District

Owner Contact: 916.566.1618

Architect: HDR, Inc

Architect Contact: 415.546.4200

Description of Project, Scope of Work Performed: New aquatics complex pool and bathhouse with related decking, landscaping, irrigation and parking lot repairs; includes demolition, installation of new construction and concrete work for decks and walkways, pool recirculation, filtration, automation, sanitation / oxidation systems and continuous gutter and surge tanks with accompanying bathhouse

Current Contract Value: \$5,153,000

Original Scheduled Completion Date: 12/2016

Project Name: Merced City School District STEAM Center: Site package

Location: Merced, CA

Owner: Merced City School District

Owner Contact: Ken Testa

Email: ktesta@mcsd.k12.ca.us

Architect: S.I.M. Architects

Architect Contact: 559.448.8400

Description of Project, Scope of Work Performed: Site work relating to the preparation of a new Science, Technology, Engineering, Art, and Mathematics Center

Current Contract Value: \$223,000

Original Scheduled Completion Date: 12/2016

Project Name: Old Student Union Hvac and Electrical Upgrades

Location: Hayward, CA

Owner: California State University, East Bay

Owner Contact: Chris Lam-Vazquez 510.885.4259

Email: chris.lam-vazquez@csueastbay.edu

Architect: AEPC Group, LLC

Architect Contact: 925.277.3050

Description of Project, Scope of Work Performed: Roofing, Hvac and Electrical Modernization

Current Contract Value: \$1,566,000.00

Original Scheduled Completion Date: 11/2015

Project Name: Meyerholz Elementary School Modernization Inc. I

Location: Cupertino, CA

Owner: Cupertino Union School District

Owner Contact: Michael Stroud, 415.517.8970

Email: MStroud@swinerton.com

Architect: WLC Architects, Inc

Architect Contact: 510.450.1999

Description of Project, Scope of Work Performed: Modernization of three classroom buildings and fourteen portables
Current Contract Value: \$3,363,675.00
Original Scheduled Completion Date: 9/2014

Project Name: Laurel Ruff Learning Center Toilet Room Upgrades

Location: Sacramento, CA

Owner: San Juan Unified

Owner Contact: 916.971.7275

Architect: Nacht and Lewis

Architect Contact: 916.329.4000

Description of Project, Scope of Work Performed: Modernization of four bathrooms and upgraded walkways

Current Contract Value: \$474,500.00

Original Scheduled Completion Date: 9/2014

Project Name: National Guard FMS Renovation

Location: Modesto, CA

Owner: State of California Military Department

Owner Contact: 916.854.3528

Architect: DLP Associates

Architect Contact: 559.456.6181

Description of Project, Scope of Work Performed: Modernization and crack repairs at the existing National Guard Field Maintenance Shop

Current Contract Value: \$864,000.00

Original Scheduled Completion Date: 8/2014

Project Name: Albert Schwitzer ES Restroom Upgrades

Location: Carmichael, CA

Owner: San Juan Unified

Owner Contact: 916.971.7275

Architect: Nacht and Lewis

Architect Contact: 916.329.4000

Description of Project, Scope of Work Performed: Modernization of four bathrooms and upgraded walkways

Current Contract Value: \$199,520.00

Original Scheduled Completion Date: 9/2014

Project Name: King Hall Renovation & Expansion

Location: Davis, CA

Owner: University of California, Davis

Owner Contact: Joseph Dickson, 530.754.1077

Email: aecontracts@ucdavis.edu

Architect: THA Architecture, Inc

Architect Contact: Derrick Daville, 503.227.1254

Description of Project, Scope of Work Performed: Renovation of existing King Hall Building, with a new expansion and Site Upgrades

Current Contract Value: \$12,948,000.00

Original Scheduled Completion Date: 3/2013

Project Name: 2012 Classroom Modifications of Various Sites & Portables

Location: Elk Grove, CA

Owner: Elk Grove Unified School District

Owner Contact: Lee Lavelle: 916.686.7711

Architect: Kirk S. Brainerd

Architect Contact: 530.295.9371

Description of Project, Scope of Work Performed: Renovation of Existing Classrooms at 10 Sites

Current Contract Value: \$2,000,000.00

Original Scheduled Completion Date: 10/2012

Project Name: Lakewood ES and Morada MS Kitchen Renovations

Location: Lodi, CA

Owner: Lodi Unified School District

Owner Contact: Steve Miller, 209.331.7213

Email: smiller@lodi.usd.net

Architect: Henry and Associates Architects

Architect Contact: 916.921.2112

Description of Project, Scope of Work Performed: Renovations and upgrades to the Kitchen rooms at two schools

Current Contract Value: \$1,576,873.99

Original Scheduled Completion Date: 1/2014

Project Name: New Dillard Elementary Increment 1

Location: Wilton, CA

Owner: Elk Grove Unified

Owner Contact: Lee Lavelle, 916.686.7711

Architect: Rainforth Grau Architects

Architect Contact: 916.368.7990

Description of Project, Scope of Work Performed: Construction of a new Well with a Well Equipment and Storage Building

Current Contract Value: \$2,762,469.00

Original Scheduled Completion Date: 3/2014

Project Name: Special Waste Collection Center

Location: Elk Grove, CA

Owner: City of Elk Grove

Owner Contact: Stephany Bauder, 916.478.2212

Architect: Glass Architects

Architect Contact: 707.544.3920

Description of Project, Scope of Work Performed: Construction of a new Disposal Lane with a 11,900sf wood framed Special Waste Collection Center and associated site upgrades

Current Contract Value: \$4,604,000.00
Original Scheduled Completion Date: 2/2014

Project Name: Hart Senior Center Roof & Hvac Renewal

Location: Sacramento, CA

Owner: City of Sacramento

Owner Contact: Mark Brown, 916.808.7118

Email: mcbrown@cityofsacramento.org

Architect: DLR Group

Architect Contact: Paul Lewis, 916.446.0206

Description of Project, Scope of Work Performed: Entire new roof and a completely retrofitted

Hvac system with associated framing

Current Contract Value: \$827,000.00

Original Scheduled Completion Date: 3/2014

Project Name: Sly Park Outdoor Education Center Roofing and Ramps

Location: Pollock Pines, CA

Owner: Sacramento County Office of Education

Owner Contact: Mary Fager, 916.228.2474

Email: mfager@scoe.net

Architect: Henry and Associates Architects

Architect Contact: 916.921.2112

Description of Project, Scope of Work Performed: New roofs on three buildings, new wood ramps and roof framing

Current Contract Value: \$352,000.00

Original Scheduled Completion Date: 12/2013

Project Name: Turlock Public Safety Facility, Hvac Systems

Location: Turlock, CA

Owner: City of Turlock

Owner Contact: Anthony Orosco, 209.668.5599

Email: aorosco@turlock.ca.us

Architect: WLC Architects

Architect Contact: 909.532.5207

Description of Project, Scope of Work Performed: Hvac System on a new Public Safety Facility

Current Contract Value: \$2,610,000.00

Original Scheduled Completion Date: 8/2013

Project Name: Housing 4: The Summits

Location: Merced, CA

Owner: University of California, Merced

Owner Contact: Fran Telechea; 209.228.4479

Email: ftelechea@ucmerced.edu

Architect: Esherick Homsey Dodge & Davis

Architect Contact: 415.285.9193

Description of Project, Scope of Work Performed: Provide and Install Doors, Frames and Hardware

Current Contract Value: \$708,010.00
Original Scheduled Completion Date: 3/2013

Project Name: Medical Records Remodel
Location: Sacramento, CA
Owner: University of California, Davis Health System
Owner Contact: Eduardo Avellaneda, 916.734.4712
Email: Eduardo.avellaneda@ucdmc.ucdavis.edu
Architect: HMR
Architect Contact: 916.736.2724
Description of Project, Scope of Work Performed: Remodel
Current Contract Value: \$768,000
Original Scheduled Completion Date: 7/2013

Project Name: Buljan Middle School
Location: Roseville, CA
Owner: Roseville City School District
Owner Contact: Gary Beaver 916.612.5285
Architect: DLM
Architect Contact: 415.255.1811
Description of Project, Scope of Work Performed: Site and building concrete along with finish carpentry, doors, frames and hardware with other misc. items
Current Contract Value: \$808,000.00
Original Scheduled Completion Date: 10/2012

Project Name: Research II Basement Remodel
Location: Sacramento, CA
Owner: University of California, Davis Medical Center
Owner Contact: Eduardo F. Avellaneda, 916.734.4712
Architect: HMR Architects
Architect Contact: 916.736.2724
Description of Project, Scope of Work Performed: Hvac System on a new Public Safety Facility
Current Contract Value: \$1,117,170.00
Original Scheduled Completion Date: 7/2012

Project Name: Winters Police-Fire Facility
Location: Winters, CA
Owner: City of Winters
Owner Contact: Bruce Muramoto, Police Chief, 530.795.4910
Architect: Calpo, Hom & Dong Architects
Architect Contact: Dennis Dong, 916.446.7711
Description of Project, Scope of Work Performed: new out building with storage mezzanine; two pre-engineered metal buildings with two story wood frame structure in between
Current Contract Value: \$6,366,000.00
Original Scheduled Completion Date: 9/2011

Project Name: CSOD Administration, Crew, and Warehouse Facility

Location: Walnut Creek, CA

Owner: Central Contra Costa Sanitary District

Owner Contact: Paul Seitz, 925.335.7743

Architect: Calpo, Hom & Dong Architects

Architect Contact: Dennis Dong, 916.446.7741

Description of Project, Scope of Work Performed: New administration, crew, and warehouse building with concrete tilt-up, steel, storefront, and metal studs; demolition of existing building; LEED Project

Current Contract Value: \$8,445,000.00

Original Scheduled Completion Date: 9/2011

Project Name: Telemedicine Resource Center

Location: Sacramento, Ca

Owner: University of California, Davis Health System

Owner Contact: Eduardo Avellaneda, 916.734.7024

Architect: University of California, Davis Health System

Architect Contact: Eduardo Avellaneda, 916.734.7024

Description of Project, Scope of Work Performed: Doors, Frames and Hardware Supply and Install

Current Contract Value: \$538,000.00

Original Scheduled Completion Date: 9/2011

Project Name: 2011 Classroom Modifications of Various Sites & Portables Relocations

Location: Elk Grove, CA

Owner: Elk Grove Unified

Owner Contact: Lee Lavelle: 916.686.7711

Architect: Kirk S. Brainerd

Architect Contact: 530.295.9371

Description of Project, Scope of Work Performed: Renovation of existing classrooms at 16 sites

Current Contract Value: \$5,000,000.00

Original Scheduled Completion Date: 8/2011

Project Name: Roseville High School Building C

Location: Roseville, CA

Owner: Roseville Joint Union High School District

Owner Contact: Chris Grimes, 916.782.4707

Architect: Lionakis

Architect Contact: Ignacio Moreno, 916.558.1900

Description of Project, Scope of Work Performed: Modernization of an existing building and converting it into culinary and fashion classrooms.

Current Contract Value: \$1,530,000.00

Original Scheduled Completion Date: 8/2010

Project Name: Dublin High School Phase 2A

Location: Dublin, CA

Owner: Dublin Unified School District

Owner Contact: Kim McNeely, 925.828.2551

Architect: Aedis Architects

Architect Contact: Rick Pelletier, 408.264.2000

Description of Project, Scope of Work Performed: Four new buildings, one building modernization

Current Contract Value: \$24,538,425.00

Original Scheduled Completion Date: 8/2010

Project Name: Andrew Carnegie Middle School

Location: Orangevale, CA

Owner: San Juan Unified School District

Owner Contact: Don Haase, 916.971.5780

Architect: Kirk Brainard Architect

Architect Contact: Kirk Brainard, 530.295.9371

Description of Project, Scope of Work Performed: Three new classrooms, one new weight room

Current Contract Value: \$1,600,000.00

Original Scheduled Completion Date: 8/2010

Project Name: HHWCF Improvement Project

Location: Martinez, CA

Owner: Central Contra Costa Sanitary District

Owner Contact: Paul Seitz, 925.335.7743

Architect: Calp, Hom & Dong Architects

Architect Contact: Dennis Dong, 916.446.7741

Description of Project, Scope of Work Performed: modernization at multiple site locations

Current Contract Value: \$842,000.00

Original Scheduled Completion Date: 8/2010

Project: Columbia College Child Development Training and Family Care Services Center

Owner: Yosemite Community College District

Owner Contact: Kitchell CEM, 209.575.6991

Architect: Paul Roberts & Partners,

Architect Contact: Paul Roberts, 707.557.2215

Description of Project, Scope of Work: Construction of five buildings around natural courtyard; designed to qualify for LEED Silver Rating

Current Contract Value: \$5,804,000

Original Scheduled Completion Date: 4/2010

Project Name: Sacramento City College Fine Arts

Location: Sacramento, CA

Owner: Sacramento City College

Owner Contact: Joe Myer, 916.747.0399

Architect: HGA Architects

Architect Contact: Angella Falla, 916.781.5160

Description of Project, Scope of Work Performed: new fine arts building, approximately 24,000 square feet

Current Contract Value: \$4,395,000.00

Original Scheduled Completion Date: 7/2010

Project Name: Allan Witt Aquatics Complex Renovation Project

Location: Fairfield, Ca

Owner: City of Fairfield, 1000 Webster St., Fairfield, Ca

Owner Contact: Fred Beiner, 707.428.7431

Architect: Stafford King-Weise Architects, Inc., Jeff Gilcrest, 916.930.5900

Description of Project, Scope of Work: Community swim center including locker rooms, bathrooms, and lifeguard stand

Total Value of Construction (including change orders): \$11,146,972.00

Completion Date: 1/2010

Project Name: Morada Middle School ERP

Location: Stockton, Ca

Owner: Lodi Unified School District

Owner Contact: John Kester, 209.331.8078

Architect: Stafford King-Weise Architects, Inc., Darryl Moore, 916.930.5900

Description of Project, Scope of Work: Emergency modernization of roof and Hvac system

Total Value of Construction (including change orders): \$1,983,000.00

Completion Date: 1/2010

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
Vere Kamp / Placerville	1000004944	Site work	1,400,000
Townsend / Sacramento	1000000879	Masonry	1,300,000
WHP / Grandview	1000867913	Thermal liner	1,500,000
Clark / Sacramento	100024627	Roofing	170,000
ARC / Colfax	1000004892	Sealant	47,000
Paterson / Fresno	1000003441	Metal framing	314,000
KC'S / Modesto	1000063244	Doors	311,000
Garrahan / Rancho Cordova	1000001821	Electrical	226,000
Ray Cruzader / Rancho Cordova	1000449929	Fencing	296,000
Marina / Lathrop	1000000079	Landscape	140,000
Heavenly Greens / San Jose	1000014875	Turf	140,000
DWS / Grass Valley	1000403023	Painting	74,000
AMS / Sacramento	100077330	Steel	445,000
Sinclair / Oakdale	1000002655	Site concrete	537,000
BCI / Berkeley	1000003398	Structural concrete	2,700,000

JB

BIDDER'S CHECKLIST
(To Be filled out by Bidder)

All items on the Bidder's Checklist must be initiated and dated for the Proposal to be considered complete.

1. **SIGNED RFB**
Pages 1-10 of the RFB have been thoroughly examined, understood and signed by an authorized representative of the bidder.
Initial: AB Date: 2/17/2022
2. **BID PROPOSAL**
Submittal Form 1: Bid Proposal has been completed, signed, and submitted.
Initial: AB Date: 2/17/2022
3. **BIDDER'S BOND**
Submittal Form 2: Bidder's Bond has been executed by the bidder and an approved surety or this bid is accompanied by a certified or cashier's check in an amount not less than ten percent (10%) of the Total Base Bid.
Initial: AB Date: 2/17/2022
4. **NON-COLLUSION AFFIDAVIT**
Submittal Form 3: Non-Collusion Affidavit has been completed, signed, and submitted.
Initial: AB Date: 2/17/2022
5. **CONTRACTOR'S LICENSE AND REGISTRATION FORM**
Submittal Form 4: Contractor's License and Registration Form has been completed, signed, and submitted.
Initial: AB Date: 2/17/2022
6. **PAST PERFORMANCE**
Submittal Form 5: Past Performance has been completed, signed, and submitted.
Initial: AB Date: 2/17/2022
7. **DESIGNATION OF SUBCONTRACTORS**
Submittal Form 6: Designation of Subcontractors has been completed, signed, and submitted.
Initial: AB Date: 2/17/2022
8. **MANDATORY PRE-BID CONFERENCE/JOB WALK AND PROJECT INSPECTION**
The bidder certifies that it attended the mandatory pre-bid conference/job-walk, has toured the project site, and is familiar with the work involved.
Initial: AB Date: 2/17/2022
9. **CONTRACT DOCUMENTS**
The bidder certifies that it has thoroughly examined and understood the Contract Documents (including, but not limited to, the RFB, General Conditions, Project Plans, and Specifications).
Initial: AB Date: 2/17/2022

BIDDER'S CHECKLIST – PAGE 2

10. **ADDENDA/AMENDMENTS**

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive off all items contained in such addenda/amendments.

Initial: AB Date: 2/17/2022

11. **AGREEMENT**

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: AB Date: 2/17/2022

12. **OTHER BOND REQUIREMENTS**

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: AB Date: 2/17/2022

13. **CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION**

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: AB Date: 2/17/2022

14. **ORIGINAL/COPIES**

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial: AB Date: 2/17/2022



MAURICE JOHNSON
 Fire Chief

REQUEST FOR BIDS (RFB)

The El Dorado Hills Fire Department is requesting bids for:
NEW CONSTRUCTION – EL DORADO HILLS FIRE TRAINING CENTER

SUBMIT SEALED BIDS TO:

**El Dorado Hills Fire Department
 Fire Station # 85
 Attn: Deputy Chief Dustin Hall
 1050 Wilson Blvd.
 El Dorado Hills, CA 95762**

Indicate your company’s name and project title on the front of each sealed RFB envelope or package. The El Dorado Hills Fire Department shall not be responsible for the premature opening of a submission which is not properly addressed or identified. All RFBs received will be stamped by date and time received. This date of receipt will prevail over postmark date. Late submissions will not be considered. Responses to this RFB must be received by the submission deadline and at the location specified above. Submissions addressed to anyone other than the person specified under the, “Submit Sealed Bid To,” section will not be accepted.

1.0 RESTRICTION ON COMMUNICATION WITH STAFF

Once this RFB is issued and until a selection has been made and announced, bidders are prohibited from communicating with any Department employee or Department consultant other than the contact listed below or their designee. Under no circumstance will verbal answers or comments be binding. Only direct communication documented via email will be considered valid in this process. The Department reserves the right to reject any submission for violation of this provision. Any questions regarding this RFB shall be done in writing via email to:

Construction Manager, Rich Miller, at: richm@roebbelen.com

2.0 ADDENDA/AMENDMENTS

The Department reserves the right to issue addenda or amendments to this RFB. Prospective bidders must notify the Department of their intent to bid as soon as possible by emailing the contact listed in Section 1.0 in order to be added to the notification list for this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments. If the Department issues one or more addenda or amendments, the bidder shall acknowledge each addendum or amendment and compliance therewith with the bidder’s submittal through the execution of the Bidder’s Checklist provided in this RFB. A submission may be deemed non-responsive for failing to submit the latest version of the RFB. The Department reserves the right to extend the date that submissions are due.

3.0 RFB SCHEDULE

RFB SCHEDULE	DATE	TIME	LOCATION
Request for Bid Issued	Tuesday, January 4, 2022		
Mandatory Pre-Bid Conference/Job Walk	Tuesday, January 11, 2022	9:00 AM	See Section 7.0
Question Submission Deadline	Thursday, January 20, 2022	4:00 PM	By Email Only
Addenda Issued	TBD	4:00 PM	By Email Only
Bid Submission Deadline	Thursday, February 17, 2022	2:00 PM	Fire Station #85
Bid Opening	Thursday, February 17, 2022	2:30 PM	In-Person, Fire Station #85
Anticipated Award Notification	Thursday, February 24, 2022		

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4.0 PROJECT DESCRIPTION

The El Dorado Hills Fire Department is seeking written bids from California State licensed General Building Contractors "Class B" for the construction of a Fire Training Center on Department-owned property located at 3800, 3810, and 3820 Cypress Point Court, El Dorado Hills, California 95762 (Project). The Project includes the construction of two-story and three-story residential Class "A" live fire training structures of approximately 10,000 sf, and a one-story classroom structure of approximately 1,600sf. These non-essential services buildings are comprised of concrete floor and concrete/metal framed roof and CMU walls. The site is approximately 11 acres and will include grading, underground utilities, street lighting, concrete paving and landscaping. The Project will include the two-story residential structure as a Deductive Alternate.

The Department intends to procure the services of a single Class B contractor for the construction of the Project. The general contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the construction work.

The Project will be completed under a public works contract administered by the Department with assistance from the Department's design consultant and construction manager in accordance with the stated schedule. The Department intends to award the contract based upon the lowest, responsive, responsible bid.

Time of completion of the work for the Project is 365 calendar days from the date of issuance of the Notice to Proceed as described in the General Conditions.

5.0 GENERAL CONDITIONS

The rights, responsibilities, duties, and privileges of each party to a contract award resulting from this RFB, and the rules that will govern the relationship between the parties, are defined and described in the Exhibit A: General Conditions.

6.0 CONTRACT DOCUMENTS

The Contract Documents are those documents listed in the Agreement as comprising the entire agreement between the Department and the Contractor, including, but not limited to, this RFB, the Agreement, General Conditions, Technical Specifications, Project Plans, bidder's submittal, and all addenda/amendments to any of these documents.

Contract Documents can be downloaded from the bid listing on Buildingconnected.com.

7.0 MANDATORY PRE-BID CONFERENCE/JOB WALK

Bids are required for the entire work described herein. A mandatory pre-bid conference will be held at 9:00 AM on Tuesday, January 11, 2022 at the Department's Conference Room located at 4640 Golden Foothill Pkwy, Suite #20, El Dorado Hills, CA 95762. A mandatory job-walk of the Project site will immediately follow the pre-bid conference. The Department will not be responsible for any transportation or expenses associated with attending the mandatory pre-bid conference and job-walk.

Due to current COVID-19 related restrictions and room capacity constraints, each bidder is only permitted up to two (2) representatives to participate in the pre-bid conference/job walk. Appropriate social distancing and public safety measures will be enforced during the pre-bid conference/job walk.

Late attendees will not be permitted to participate in the pre-bid conference/job-walk nor will their firms be eligible to submit a bid. Bidders must attend the pre-bid conference/job-walk in its entirety to be eligible to submit a bid. The failure of any bidder to have its authorized representative attend the mandatory pre-bid conference and job-walk will result in rejection of its bid and its bid proposal will be returned to the bidder, unopened.

8.0 INSPECTION OF SITE

Bidders are responsible for verifying site conditions of the Project area and obtaining all required information necessary to submit their bids prior to the submission deadline. Attention is directed to bidder's obligation to examine the Project site; compare the site with the plans and specifications; determine any site variation that affects the bid; and investigate the conditions or existing clearances, restrictions, or limitations that affect access to the Project site. Bidder's failure to do any and all of the above shall not be a basis for claim of additional monies or extension of time.

Bidders may inspect the Project site in addition to the mandatory job-walk to satisfy themselves by personal examination or by such means, as they may prefer, of the location of the proposed work and of the actual condition at the Project site. Bidders to notify Construction Manager via email prior to any site visit. Inspections shall be between 8:00 AM – 5:00 PM on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied on its own examination of the site of work, access to the site, and all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the site of the work to be constructed under the contract. Each bidder represents that its bid is based upon the materials and equipment described in the Contract Documents.

9.0 SUBMISSION OF QUESTIONS

Prior to submitting a bid, bidders shall thoroughly examine the Contract Documents and shall participate in the mandatory pre-bid conference/job walk in order to understand the site conditions and scope of work for the Project. Written requests for interpretations or correction of any ambiguity, inconsistency, or error found in the Contract Documents shall be submitted to the Construction Manager via email prior to the Question Submission Deadline as noted on Page 1 of this RFB.

The Department may issue addenda or amendments with clarifications or interpretations of any received questions, concerns, errors or ambiguities. If any addenda or amendments are issued, they will be furnished to all attendees of the mandatory pre-bid conference/job-walk and publicly posted. Any addenda or amendments will be issued no later than 72 hours prior to bid opening. No bidder shall rely on any interpretation or correction given by any other method.

No subsequent claim for extra work will be allowed on account of claimed misunderstanding of the meaning or intent of the Contract Documents, site conditions, or any other documents included in this RFB if the item occasioning the claim appeared in, or was inferable from, said documents or from site investigations mandated for bidding purposes.

10.0 EQUAL PRODUCT PROPOSALS

The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any substitution. Equal product proposals will be considered only if received by the Construction Manager by the Question Submission Deadline as noted on Page 1 of this RFB. Such proposals shall include the name of the material or equipment for which it is to be substituted, and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by the Department. The burden of proof of the merit of the proposed substitution is upon the bidder.

If the Department approves a proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

11.0 SUBCONTRACTING

The general contractor may subcontract portions of the work to subcontractors who are eligible to perform work on a public works project. All subcontractors must possess the appropriate license for their trade, and such license must be current and valid at the time of bid submission throughout the completion of the Project. All subcontractors of any tier must be in compliance with the eligibility and licensing requirements described in this RFB.

Pursuant to Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred subcontractors is available from the California Department of Industrial Relations (DIR).

Bidders are required to complete and submit the Designation of Subcontractors with their bid submittal. Each bidder shall list on the form provided, the name, address, DIR public works contractor (PWC) registration number, and description of work to be completed by each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent (0.5%) of the Total Base Bid. After the contract award, the Contractor may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Department.

Notwithstanding the use of approved eligible subcontractors, the successful bidder will be the prime contractor and will be solely responsible for the performance of the work on the Project, including any portions of the work to be performed by subcontractors. Contractor will be solely responsible for ensuring that all work performed on the Project, including all work performed by subcontracts, shall be in accordance with the Contract Documents, including all applicable terms and conditions.

12.0 PUBLIC WORKS PROJECT ELIGIBILITY AND LICENSE REQUIREMENTS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Additionally, and specifically, the following sections of the California Labor Code shall be adhered to: 1725.5, 1771, 1771.1 & 1771.4.

No contractor or subcontractor of any tier may bid on, be awarded, or perform work on a public works project unless registered with the Department of Industrial Relations as a PWC pursuant California Labor Code Section 1725.5. All contractors and subcontractors involved in this Project must furnish electronic certified payroll records to the Labor Commissioner by means of the Labor Commissioner's eCPR data system.

No bid will be accepted from a bidder who is not licensed as a General Building Contractor "Class B" in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000, et seq., known as the Contractors' License Law. Bidder's license must be current and valid at the time of bid submission throughout the completion of the Project. Further, bidder shall certify on the Contractor's License and Registration Form that it is eligible to bid on public works projects and is in compliance with all licensing and registration requirements.

13.0 INELIGIBLE CONTRACTORS

No contractor or subcontractor who is ineligible to bid on a public works project pursuant to the California Labor Code may bid or perform work on the Project. Bids received from any contractor who is ineligible to bid on public works projects or who is otherwise not in compliance with all licensing and registration requirements, or bids listing any subcontractor who is ineligible or otherwise not in compliance with all licensing and registration requirements, will be rejected and returned to the bidder.

14.0 PREVAILING WAGE

This is a public works project and all work performed on the Project shall be performed at prevailing wage rates. In accordance with the provisions of California Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing wage rate of wages applicable to the work to be done in accordance with the standards set forth in Labor Code Section 1773.

The Contractor shall be required to post a copy of the general prevailing rates of per diem wages in a conspicuous location at the job site prior to the commencement of work on the Project. The Contractor shall also keep an accurate certified payroll record in accordance with the requirements set forth in Section 1776 of the California Labor Code and the General Conditions included herein.

15.0 BID SUBMISSION INSTRUCTIONS

To successfully submit a bid, bidders are required to submit a sealed bid submittal packet to the location specified in the "Submit Sealed Written Bid To" section on Page 1 of this RFB. The bid submission packet shall contain all items outlined in Section 17.0 of this RFB. No bid will be accepted unless it is made on the forms provided in this RFB. The bidder or its authorized representative shall sign all bid forms as indicated.

The bidder shall provide one (1) complete original "wet-signed" submittal.

16.0 SUBMISSION METHOD

Sealed bids shall be submitted using one of the following methods:

1. In Person – hand delivered to the El Dorado Hills Fire Department to the address provided in the "Submit Sealed Bids To" section on Page 1.
2. By mail or courier service - Bid must be received at the address provided in the "Submit Sealed Bids To" section on Page 1 by the submission deadline. Postmark dates will not be accepted.
3. Faxed or emailed bids will not be accepted.

17.0 BID SUBMITTAL CONTENTS

To be considered responsive, bidders shall submit the following information in the following order. Bids shall be made on the forms provided in this RFB. A bid may be deemed nonresponsive for failing to provide any of these items:

1. Signed RFB (Pages 1-10)
2. Bid Proposal (Submittal Form 1)
3. Bidder's Bond (Submittal Form 2) OR Certified/Cashier's Check
4. Non-Collusion Affidavit (Submittal Form 3)
5. Contractor's License and Registration Form (Submittal Form 4)
6. Past Performance (Submittal Form 5)
7. Designation of Subcontractors (Submittal Form 6)
8. Submittal Checklist (Submittal Form 7)

18.0 BID PROPOSAL

Bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing, applicable permits, licenses, and other necessary services. Bid price shall also include allowance for all federal, state, and local taxes.

A construction contingency allowance of 8% shall be added to the bid price and calculated separately on the Bid Proposal. The use of construction contingency is outlined in the General Conditions.

Total Base Bid shall be calculated as proposed bid price plus 8% contingency. Price for the Deductive Alternate, as outlined in the Project Plans and Specifications, shall be listed separately on the Bid Proposal and shall reflect the cost savings for removing that portion of the Project from the scope of the Project, including contingency.

Basis of award shall be the lowest total of the base bid price including (8%) contingency minus the deductive alternate including (8%) contingency.

Bids shall indicate the prices proposed in figures and in words and shall provide all other information requested herein. In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the Project and by examination of the Contract Documents. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

19.0 NON-COLLUSION

Each bidder submitting a bid must execute the Non-Collusion Affidavit enclosed herein to certify that the bidder has not entered into a collusive agreement with any other persons, firm, or corporation in regard to any bid submitted. By executing the Non-Collusion Affidavit, the bidder represents and warrants that its response is genuine and not made in the interest of or on behalf of any person not named therein; that the bidder has not directly induced or solicited any other person to submit a sham response or any other person to refrain from submitting a response; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

20.0 BID GUARANTY

No bid will be considered responsive unless accompanied by a guaranty in the amount of ten percent (10%) of the Total Base Bid shown on the Bid Proposal, which shall be one of the following: (a) a Bidder's Bond supplied in the form provided in this RFB written by an admitted surety satisfactory to the Department in its sole discretion, or (b) a certified or cashier's check made payable to the Department. In the event a successful bidder fails to satisfy all conditions for accepting the award within ten (10) calendar days of the award notification, the Department may declare the bidder's Bid Guaranty in default.

Bidder acknowledges that the amount of actual damages the Department would suffer in such event is extremely difficult and impractical to determine at this time by reason of the uncertainties, lapse of time, expense and loss of likely bidders resulting from the probable need to re-advertise and call for new bids. Bidder agrees that if a default occurs, the amount of such Bid Guaranty shall be kept by the Department as liquidated damages and agrees that the Department may then award the work to any other bidder or may call for new bids.

The Bid Guaranties for the three (3) acceptable lowest Total Base Bids will be held until the contract has been awarded. The Bid Guaranty of the successful bidder will be held until completion of the Project, while the others will be returned within seven (7) days following the execution of the Agreement with the successful bidder. All other Bid Guaranties will be returned to bidders within seven (7) days following the bid opening.

21.0 CONFLICT OF INTEREST

By submitting a bid, bidder represents and warrants that it and its subcontractors presently have no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of work on the Project, including, but not limited to, any provision of services to any federal, state, or local regulatory or other public agency which has any interest, adverse or potentially adverse to the Department, as determined in the reasonable judgment of the Department's Board of Directors. Entering into any contract resulting from this RFB does not preclude the successful bidder from working for others, as long as such work does not constitute a conflict of interest.

22.0 DISCLOSURE OF BID SUBMITTAL CONTENTS

All bids and other materials submitted in response to this RFB become the property of the Department. Selection or rejection of a bid does not affect this right. Upon notice of contract award, the bid submittals and associated materials are available for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a bid, the bidder acknowledges and accepts that the contents of the bid submittal and associated documents will become open to public inspection.

All original bid submittals will be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the bid submittal can be shown to be exempt by law, including, but not limited to, Government code §6276. Each bidder may clearly label part of a submittal as "CONFIDENTIAL" if the proposer thereby agrees to indemnify and defend the Department for asserting such a designation in response to a request under the California Public Records Act. The failure to so label any information that is released by the Department will constitute a complete waiver of all claims for damages caused by any release of the information.

23.0 COSTS OF BID PREPARATION

The bidder assumes all costs associated with the preparation of the bid submittal, including pre-bid conference/job walks, printing/reproduction, etc.

24.0 BID NON-REVOCABLE

In consideration of the Department's reliance on and investigation and consideration of the bid submittal, the bidder agrees that such bid shall be irrevocable and shall not be withdrawn for sixty (60) calendar days following the bid opening even though an award may be made to another bidder. Thereafter, such bid shall be automatically relieved.

25.0 OPENING OF BIDS

The bid opening will be conducted in-person at the submission site. Bid openings will be listed by bidder name and address.

26.0 RESPONSIBLE BIDDER

It is the intention of the Department to award this contract to the responsible bidder with the lowest responsive bid. Public Contract Code Section 1103 defines "responsible bidder" as "a bidder who has demonstrated the attributes of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract." This includes the ability to complete projects on time, specifically when working on multiple projects concurrently. A bidder that is determined by the Department not to be responsible due to failure to meet these requirements shall have their bid disqualified.

27.0 RESPONSIVE BID

The Department will award this contract to the lowest responsible bidder submitting a responsive bid based on the information contained in the Contract Documents. The Department may contact bidders to clarify information contained in their bid submittal.

The Department reserves the right to reject any or all bids offered in response to this request and either rebid or take any other action permitted by statute. The Department reserves the right to negotiate the terms and conditions of any final pricing of the goods and services described herein.

Before the contract is awarded, the Department may, at its discretion, require from the bidders further evidence of qualification, ability to perform, necessary facilities, and financial responsibility, and may consider such evidence in making the decision on the award of this contract. In addition, the Department may require the Contractor to submit a complete disclosure of Contractor's staffing level, current and anticipated workload, and affirm that they can meet all Project requirements and have the personnel and equipment to complete the Project within the budget and schedule stipulated in the contract. Notwithstanding the Contractor's affirmation that they can meet the Project requirements, if the Department, in their review of the Contractor's past performance, finds documented evidence of inability to meet the Project schedule or cost requirements, the Department will have cause to reject the bid.

28.0 PROHIBITION ON BIDDER TERMS AND CONDITIONS

A bidder may not submit the bidder's own contract terms and conditions in a response to this RFB. If a submittal contains such terms and conditions, the Department, at its sole discretion, may determine the bid to be a nonresponsive counter-offer, and the bid may be rejected.

29.0 RIGHT TO REJECT BIDS

The Department reserves the right to reject any and all bids, to waive any informality, minor technical defect, or irregularity in bid submittals, and to accept or reject any items of a bid submittal. The Department, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or includes reservations to the terms of this RFB or other Contract Documents.

The Department will reject bids from any bidder who does not meet eligibility and licensing requirements or for whom there is documented evidence of project schedule delays and cost overruns and/or documented inability to meet project performance requirements. Further, if the Department determines that a bidder has provided incorrect information which the bidder knew or should have known was materially incorrect, that bid will be determined non-responsive, and the bid will be rejected.

30.0 NON-DISCRIMINATION

The Department, in accordance with applicable law and regulations in awarding public works contracts, will not discriminate on the grounds of race, sex, color, national origin, or any other similar characteristics protected by applicable law.

31.0 GRATUITIES

No person will offer, give, or agree to give any Department employee, its representatives, or consultants any gratuity, entertainment, gift, special service, discount, or offer of employment in connection with the award of any contract by the Department. No Department employee, its representatives, or consultants will solicit, demand, accept, or agree to accept from any other person a gratuity, entertainment, gift, special service, discount, or offer of employment in connection with any Department contract. Bidder will report to the Fire Chief any attempt by any employee, representative, or consultant of the Department to obtain such favors.

32.0 BID WITHDRAWAL

Bid submittals may be withdrawn prior to the bid opening only by a signed, written notice received by the Department representative identified on Page 1 of this RFB prior to the commencement of the bid opening.

Bidders are liable for all errors or omissions contained in their bid submittal. Bidders will not be allowed to alter bid submittals after the deadline for submitting a bid. Any attempts to amend a submitted bid by way of a letter or facsimile or any other document or means, which would result in a bid being incomplete, ambiguous, inconsistent, or otherwise noncompliant, shall result in the bid being rejected. The Department will not accept any amendments, revisions, or alterations to bids after the bid submission deadline.

33.0 BID PROTESTS

A bidder who intends to protest the apparent low bid must submit the protest to the Department representative identified on Page 1 of this RFB within five (5) business days after the bid opening. Only notification made in writing by personal delivery or mail shall be accepted.

A bid protest must be a complete written statement detailing the basis for the protest, including reference to specific facts, portions of the bid or Contract Documents, or reference to specific statutes, that form the basis of the protest. The protest must be signed by the party filing the protest. Failure to give written notice by close of business on the fifth business day following the bid opening shall waive the right to protest.

Protests based on any objection or ambiguity in the Contract Documents will be considered waived and invalid if these faults were not brought to the attention of the Department, in writing, by the Question Submission Deadline listed on Page 1 of this RFB.

If a bid protest is received, the Department shall make notification to the apparent low bidder and shall afford the apparent low bidder an opportunity to submit a written response to the bid protest. The Department shall not be required to hold an administrative hearing to consider the protest, rather the Construction Manager shall consider the merits of any timely bid protest and make a final determination thereon.

A bid protest may be withdrawn at any time while under consideration by the Department.

34.0 NOTICE OF INTENT TO AWARD

The Department will have the option, at its sole discretion, to issue a Notice of Intent to Award to the apparent lowest responsible and responsive bidder, as defined in Sections 26.0 and 27.0 of this RFB. The Department reserves the right to reject any or all bids at its sole discretion as described in this RFB.

The Notice of Intent to Award will be made by the date designated in Section 3.0, and will be subject to approval by the Department's Board of Directors.

Within ten calendar (10) days following approval by the Board, the successful bidder shall submit to the Department Representative, Deputy Chief Dustin Hall, the following:

1. Executed Agreement (Contract Form 1)
2. Performance Bond (Contract Form 2)
3. Payment Bond (Contract Form 3)
4. Contractor’s Certificate Regarding Workers Compensation (Contract Form 4)
5. Certificates of Insurance as outlined in the General Conditions

35.0 CONTRACT PRICE

The Contract Price for the Agreement shall equal the Total Base Bid or Total Base Bid less the Deductive Alternate as outlined in Section 34.0. The Contract Price may be adjusted during the course of the Project to include Department-approved change orders or other adjustments in accordance with the Contract Documents.

36.0 INSURANCE REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board, copies of all required Certificates of Insurance as outlined the General Conditions for acceptance by the Department. Insurance is to be placed with insurers with a Best’s rating of no less than A-VII, or equivalent rating.

37.0 SURETY REQUIREMENTS

The successful bidder will be required to furnish, within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price for approval by the Department. Only bonds executed by admitted surety insurers satisfactory to the Department and that qualify as defined in the California Civil Procedures Code, Section 995.120 shall be accepted.


The surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Contract Price. Prior to approval by the Department, the surety shall provide the documentation required by California Civil Code Section 995.660. If any surety becomes unacceptable to the Department or fails to furnish reports as to financial condition, as required by the Department, the successful bidder must promptly furnish such additional surety as may be required from time to time to protect the interests of the Department and of persons supplying labor or materials in the prosecution of the work pursuant to the Agreement.

Bidders are hereby notified that, in accordance with the provisions of Public Contract Code Section 22300, securities may be substituted for any monies which the Department may withhold pursuant to the terms of the Agreement, to ensure performance.

38.0 STATEMENT OF ACCEPTANCE

By submitting a response to this RFB, the bidder declares that they have read and understand the terms, conditions, and requirements of the Contract Documents and is authorized to bind the bidder’s company or organization to the terms and conditions contained herein. The bidder acknowledges acceptance of these terms and conditions, and waives all claims, rights, demands, and the benefit of any provisions of any statute, rule of law, or regulation that might affect the rights of the Department under this RFB.

FILLED OUT BY BIDDER

Signature:  Title: President Date: 02/17/2022

Print Name: Lourdes Malaekhe Company Name: Z Squared Construction

Submittal Form 1

BID PROPOSAL

Legal Contractual Name of Bidder: Z Squared Builders Inc. dba Z Squared Construction

Mailing Address: 5039-400 Robert J Mathews Pkwy., El Dorado Hills, CA 95762

Phone Number: 916.358.9056 Email Address: lmalaekeh@z2construction.com

The work for which this proposal is submitted is for construction in accordance with the provisions (including the payment of not less than the prevailing wage rates set forth therein) and Agreement annexed hereto, the project plans and specifications described below.

The Project Plans and Specifications for the work to be done are titled: El Dorado Hills Fire Department
Fire Training Center

If the proposal is accepted and the undersigned shall fail to enter into the Agreement and furnish the documents required by this Agreement, with surety and insurance satisfactory to the Department within ten (10) calendar days following the approval of the Notice of Intent to Award by the Department’s Board of Directors, the Department may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Department.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and all Contract Documents therein referenced, including any addenda or amendments; that the bidder and all subcontractors are eligible to bid, be awarded, and perform work on a public works project, and are in compliance with all licensing and registration requirements; and that the bidder proposes, and agrees if this proposal is accepted, that the bidder will contract with the Department, in the form of the copy of the Agreement attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Department as therein set forth, and that the bidder will take in full payment therefore the bid amount specified in this Bid Proposal for Fire Training Center.

1.0 TOTAL BASE BID

The undersigned bidder hereby proposes and agrees to perform the contract including, without limitation, all its component parts; to perform everything required to be performed; to provide and furnish any and all labor, materials, tools, equipment, applicable taxes, and services necessary to perform the work of this contract in a complete and workmanlike manner in accordance with the Contract Documents for the following lump sum:

- A. Base Bid Price: \$ 11,948,000
- B. Base Bid Contingency (8%): \$ 955,840
- C. Street Monument Allowance* \$ 150,000
- D. Sub Total (A+B+C=D): \$ 13,053,840
- E. Deductive Alternate** \$ (17,000)
- F. Deductive Alternate Contingency (8%) \$ (1,360)
- G. Total Base Bid (D-E-F=G): \$ 13,035,480

Total Base Bid (in words): THIRTEEN MILLION THIRTY FIVE THOUSAND FOUR HUNDRED EIGHTY Dollars 8 00/100

*Refer to Addendum #3 Drawings D0.1 and E1.1
**Refer to Exhibit B for scope.

In case of discrepancy, the bid amount in words shall prevail over the bid amount in figures.

Company Name (Printed): Z Squared Construction

Bidder Signature: 

Bidder Name (Printed): Lourdes Malaekch

Bidder Title: President

Date: 02/17/2022


NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

EL DORADO COUNTY

I, the undersigned, an authorized representative of Z Squared Construction, being first duly sworn, deposes and says that the forgoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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 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; that 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 or sham bid.

I hereby certify, under penalty of perjury, that the facts contained in this Non-Collusion Affidavit are true and correct.

Company Name (Printed):	<u>Z Squared Construction</u>
Bidder Signature:	<u></u>
Bidder Name (Printed):	<u>Lourdes Malaekkeh</u>
Bidder Title:	<u>President</u>
Date:	<u>02/17/2022</u>

CONTRACTOR'S LICENSE AND REGISTRATION FORM

PROJECT: El Dorado Hills Fire Department Fire Training Center

Any person or entity submitting a bid on this Project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code, and registered with the California Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5. To bid on this Project, the bidder is required to possess one or more of the following State of California Contractor Licenses: Class B. A bid submitted to the Department by a contractor who is not licensed and registered as set forth above shall be considered non-responsive and shall be rejected by the Department. The bidder's license must remain active and in good standing throughout the term of the Agreement.


Before awarding the contract for this Project, the Department must verify that the contractor was properly licensed and registered when the contractor submitted its bid on this project. In order for the Department to verify the license and registration status of a contractor, the contractor, at the time it submits its bid for the project, shall provide in writing to the Department its contractor's license number, name on the license, classification, and expiration date of the license; and its DIR public works contractor registration number and prevailing wage labor classification.

Any bidder or contractor not so licensed and registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board and the Department of Industrial Relations. Failure of the bidder to obtain proper and adequate licensing and/or registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the California Business and Professions Code and the California Labor Code, we do hereby, under penalty of perjury, certify that the following contractor's license and registration information is true and correct.

Contractor's License Number:	<u>878570</u>
License Expiration Date:	<u>01/31/2024</u>
Contractor's Classification:	<u>B</u>
DIR Public Works Contractor Registration Number:	<u>1000000778</u>
Prevailing Wage Labor Classification(s):	<u>Laborer and Carpenter</u>

Contractor's Name (Printed):	<u>Z Squared Construction</u>
Contractor's Signature:	<u></u>
Bidder Signature:	<u></u>
Bidder Name (Printed):	<u>Lourdes Malaekkeh</u>
Bidder Title:	<u>President</u>

PAST PERFORMANCE

Bidder shall list three (3) projects of similar size and scope completed within the last five (5) years.

<p>Project Name: <u>Winterstein Mod Inc 1 and 2</u></p> <p>Date of Completion: <u>07/27/2021</u> Contract Amount: <u>9,521,429</u></p> <p>Owner: <u>San Juan Unified School District</u> Owner POC: <u>Nicholas Arps</u></p> <p>Email Address: <u>nicholas.arps@sanjuan.edu</u> Phone #: <u>916.971.5780 Ext. 219024</u></p> <p>Project Description: <u>Auditorium/Multipurpose Gym - Replace roofing, hazmat abatement, repair existing wood and concrete floors, install new basketball court floor with striping, replace electrical and plumbing in kitchen under slab and in wall, prep and paint.</u> <u>School - Extensive interior and exterior dry rot and water damage repair, prep and paint, install pull out tables, new doors and door hardware, electrical, and exterior ADA-complaint railings, visual displays and window covering.</u></p>
<p>Project Name: <u>Mills MS Sofball Complex</u></p> <p>Date of Completion: <u>06/12/2020</u> Contract Amount: <u>4,752,800</u></p> <p>Owner: <u>Folsom Cordova Unified School District</u> Owner POC: <u>Chris Anicich</u></p> <p>Email Address: <u>canicich@fcusd.org</u> Phone #: <u>916.294.9000</u></p> <p>Project Description: <u>Modernize the playfields area: Improve the playfields with new softball diamonds layout, concrete walks, grass and irrigation, parking lot, concession stand and lighting. Demolish and install new backstops, bleacher seating and dugout benches, and build new CMU snack bar/restroom.</u></p>
<p>Project Name: <u>Parking Garage and Surface Lot</u></p> <p>Date of Completion: <u>02/22/2021</u> Contract Amount: <u>3,393,600</u></p> <p>Owner: <u>DGS</u> Owner POC: <u>Steven Reader</u></p> <p>Email Address: <u>steven.reader@dgs.ca.gov</u> Phone #: <u>916.375-4379</u></p> <p>Project Description: <u>Multiple parking garages and surface lot upgrades and maintenance. Project includes obliterating existing striping and direction arrows, and strip truncated domes, concrete surface prep, snake and pressure clean drain lines, sawcut and remove concrete for electrical stub and bollards, remove and salvage bike racks.</u></p>

Submission Form 6

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
Concrete North/Rancho Cordova, CA	1000000641	Concrete	20%
DL-Masonry/Rancho Cordova, CA <i>PSA</i>	1000012825 <i>PSA</i>	Masonry <i>PSA</i>	9% 10% PSA
<i>JD WAT / Lodi, CA</i>	<i>100000947</i>	<i>Masonry</i>	<i>9%</i>
NMI Industrial/Sacramento, CA	1000003621	Structural Steel	7%
WHP/Grandview, MT	1000000315	Fire Panels	8%
ARC/Colfax, CA	1000004892	Waterproofing	1%
Kings Roofing/Sacramento, CA	1000000711	Roofing	<i>2% PSA</i>
Patterson Const./Fresno, CA	1000003441	Cold Form Metal Framing	2%

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the bidder's Total Base Bid. The bidder shall list the portion of the work which will be done by such subcontractor.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract, the bidder shall be deemed to have agreed to perform such portion itself, and the bidder shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name/Location)	DIR PWC REGISTRATION #	DESCRIPTION OF WORK	ESTIMATED VALUE
KC&S Const./Modesto, CA	1000063244	Doors, Frames, & Hardware	2%
Satallite Painting/Morgan Hill, CA	1000028304	Painting	1%
Alessandro Electric/Rancho Cordova, CA M/S / Roseville, CA	1000003067 1000002774	Electrical	2%
Doug Veerkamp/Placerville, CA	1000004944	Grading/Site Utilities	12% <i>PK</i>
Crusader Fence/Rancho Cordova, CA	1000449929	Chain Link Fences	2%
Parker Landscape/Sacramento, CA	1000000381	Irrigation & Landscaping	2%

BIDDER'S CHECKLIST
 (To Be filled out by Bidder)

All items on the Bidder's Checklist must be initiated and dated for the Proposal to be considered complete.

1. **SIGNED RFB**
 Pages 1-10 of the RFB have been thoroughly examined, understood and signed by an authorized representative of the bidder.
 Initial: LM Date: 02/17/2022

2. **BID PROPOSAL**
 Submittal Form 1: Bid Proposal has been completed, signed, and submitted.
 Initial: LM Date: 02/17/2022

3. **BIDDER'S BOND**
 Submittal Form 2: Bidder's Bond has been executed by the bidder and an approved surety or this bid is accompanied by a certified or cashier's check in an amount not less than ten percent (10%) of the Total Base Bid.
 Initial: LM Date: 02/17/2022

4. **NON-COLLUSION AFFIDAVIT**
 Submittal Form 3: Non-Collusion Affidavit has been completed, signed, and submitted.
 Initial: LM Date: 02/17/2022

5. **CONTRACTOR'S LICENSE AND REGISTRATION FORM**
 Submittal Form 4: Contractor's License and Registration Form has been completed, signed, and submitted.
 Initial: LM Date: 02/17/2022

6. **PAST PERFORMANCE**
 Submittal Form 5: Past Performance has been completed, signed, and submitted.
 Initial: LM Date: 02/17/2022

7. **DESIGNATION OF SUBCONTRACTORS**
 Submittal Form 6: Designation of Subcontractors has been completed, signed, and submitted.
 Initial: LM Date: 02/17/2022

8. **MANDATORY PRE-BID CONFERENCE/JOB WALK AND PROJECT INSPECTION**
 The bidder certifies that it attended the mandatory pre-bid conference/job-walk, has toured the project site, and is familiar with the work involved.
 Initial: LM Date: 02/17/2022

9. **CONTRACT DOCUMENTS**
 The bidder certifies that it has thoroughly examined and understood the Contract Documents (including, but not limited to, the RFB, General Conditions, Project Plans, and Specifications).
 Initial: LM Date: 02/17/2022

BIDDER'S CHECKLIST – PAGE 2

10. ADDENDA/AMENDMENTS

The bidder certifies it has verified receipt of any and all addenda/amendments to this RFB and confirms that this Bid Proposal incorporates and is inclusive off all items contained in such addenda/amendments.

Initial: LM Date: 02/17/2022

11. AGREEMENT

The bidder certifies that the Agreement for the work of the Project has been reviewed and understood. If awarded, the bidder agrees to execute the Agreement within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: LM Date: 02/17/2022

12. OTHER BOND REQUIREMENTS

If awarded, the bidder agrees to secure payment and performance bonds issued by an approved surety equating one hundred percent (100%) of the contract amount within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: LM Date: 02/17/2022

13. CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION

If awarded, the bidder agrees to complete, sign, and submit the Contractor's Certificate Regarding Workers Compensation within ten (10) calendar days following the approval of the Notification of Intent to Award by the Department's Board of Directors.

Initial: LM Date: 02/17/2022

14. ORIGINAL/COPIES

The bidder has provided one (1) complete "wet-signed" original submittal.

Initial: LM Date: 02/17/2022

Submittal Form 2

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT Z Squared Builders, Inc. dba Z Squared Construction (hereinafter Principal), as Principal, and The Ohio Casualty Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guarantying or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the El Dorado Hills Fire Department (hereinafter called the Obligee), in the penal sum of TEN PERCENT (10%) OF THE TOTAL BASE BID of the Principal named above, submitted by said Principal to the Obligee, for the work described below, for the payment of which sum in lawful money of the United States, well and truly be made, we bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ Ten Percent of the Total Amount Bid (10% of Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal is about to hand in to the Obligee a bid for the construction of the Project described as El Dorado Hills Fire Department Fire Training Center in accordance with the Contract Documents filed in the office of the Obligee and under the notice inviting bids therefor.

NOW, THEREFORE, if the bid as submitted by said Principal shall be accepted, and the contract for such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, or to furnish good and sufficient bond and proof of insurance therefore, then the amount of this bond shall be declared to be forfeited to the Obligee, El Dorado Hills Fire Department.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have caused these presents to be duly signed and sealed this day of January 25th, 2022.

	<u>Z Squared Builders, Inc. dba Z Squared Construction</u>
Signature of Principal:	<u> Lourdes Melaqueh</u>
	<u>The Ohio Casualty Insurance Company</u>
Signature of Surety:	<u> Matthew R. Doby</u> Matthew R. Doby, Attorney-in-Fact
Business Address:	<u>62 Maple Avenue</u>
City, State, Zip:	<u>Keene, NH 03431</u>
Phone:	<u>Surety: 1(858) 255-3988</u>

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
2. The bid bonds for the three (3) acceptable lowest bidders shall be retained until the Department's Board has approved the Notification of Intent to Award. All other bid bonds shall be returned to the bidder within seven (7) days following the bid opening.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205956-969327

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley M. Spohn; Matthew R. Dobyns; Randy Spohn

all of the city of Santa Ana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of January, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of ORANGE

On 1/25/2022 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity (ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Erika G. Morgan
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

