

## Bidder's Checklist

**SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.** Bidders shall complete and submit all documents in the "REQUIRED" column for bids to be considered responsive.

### REQUIRED

- 1. Proposal, pages 6-8 of Bid Book
- 2. Non-Collusion Affidavit, page 9 of Bid Book
- 3. Public Contract Code Section 10285.1 and 10162, page 10 of Bid Book
- 4. List of Subcontractors, page 11 of Bid Book
- 5. Material Suppliers Information, page 12 of Bid Book
- 6. Qualification Statement, pages 13-14 of Bid Book
- 7. Workers Compensation Certification, page 15 of Bid Book
- 8. Certification Labor Compliance, page 16 of Bid Book
- 9. Indemnity Agreement, pages 17-19 of Bid Book

### SUBMITTED BY:

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Name of Company

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Contact Name

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Business Mailing Address

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Business Physical Address

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Contractor's License Number

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Phone Number

Fax Number

E-mail Address

Documents required on the checklist but not included with your bid may render your bid non-responsive and ineligible for award. Bids received by the Mariposa Public Utility District by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.





## Mariposa Public Utility District

### Bid Book

August 7, 2023

The work to be completed and referred to herein is:

**MPUD Administrative Building – Roof Replacement  
4992 7<sup>th</sup> Street, Mariposa**

The Mariposa Public Utility District (District) will receive sealed bids on **Wednesday, August 30, 2023, at 10 am** for the MPUD Administrative Building – Roof Replacement Project. The project will consist of removing the existing old roof down to the roof deck (optional) and installing trusses, base sheet and 40-year composition shingles. The complete scope of work can be found on page 20.

Bids will be received by the Mariposa Public Utility District at 4992 7<sup>th</sup> Street, Mariposa, CA 95338 and then at said office publicly opened and read aloud. Each bid must be submitted in a sealed envelope, addressed to the Mariposa Public Utility District, 4992 7<sup>th</sup> Street, (P.O. Box 494), Mariposa, CA 95338.

Each sealed envelope containing a bid must be plainly marked on the outside as:

Bid For  
MPUD Administrative Building – Roof Replacement Project

If forwarded by mail, the sealed envelope containing the bid must be enclosed in a second envelope addressed to the owner at Mariposa Public Utility District, P.O. Box 494, Mariposa, CA 95338.

All bids shall be made on the required bid form. All blank spaces for bid prices must be filled in (ink or typewritten), and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The District may waive any informalities or minor defects or reject all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the District and the bidder.

Contractors shall hold a current valid license issued by the Contractors State License

Board, State of California applicable to the field of work performed.

Bidders must satisfy themselves with the accuracy of the estimated quantities in the bid proposal by examination of the site and scope of work. It is the bidder's responsibility to verify project misconceptions.

A notice to proceed shall be issued within five (5) days of the execution of the agreement by the District.

The contractor shall diligently pursue the work to completion by October 27, 2023.

The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein. A conditional or unqualified bid will not be accepted.

The award will be made to the lowest responsive, responsible bidder. The lowest responsive, responsible bidder will be determined by: (1) lowest base bid, (2) evaluation of bidder's experience.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

The project site, 4992 7<sup>th</sup> Street, Mariposa, is available for inspection before the bid date. Please contact the administrative office for an appointment, 209-966-2515 or [mpudoffice@sti.net](mailto:mpudoffice@sti.net). It is the bidder's responsibility to provide the equipment necessary to view the existing roof. Roof access is denied.

#### Prevailing Wage

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to Section 1770, California Labor Code, the successful bidder shall pay to each working of the contractor, or any subcontractor, of any tier, engaged in the work, not less than the general prevailing wage rate of per diem wages, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor, or any tier, and such worker. Prevailing wage rate information is also available on the internet at the following website address: <http://www.dir.ca.gov/dlsr/PWD>.

Department of Industrial Relations pursuant to Labor Code Section 1725.5 – A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any public work contract that is subject to the

requirements of this chapter. For the purposes of this section, “contractor includes a subcontractor as defined by Section 1722.1.

#### Contractors License

Prospective bidders shall be licensed contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the contract. Each bidder shall have a minimum California Class A General Engineering Contractor’s license.

#### Permits

The District will secure the building permit and encroachment permits with Mariposa County.

#### Payment

Payment shall be made to the Contractor within 30-days of project acceptance.

By submission of this bid, each bidder certifies, and in the case of a joint bid each part thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

If bidder is a corporation, the legal name of the corporation shall be set forth above together with the seal and signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the District prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

The bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project by October 27, 2023. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter work is not completed.

# Mariposa Public Utility District Proposal

## MPUD Administrative Building – Roof Replacement 4992 7<sup>th</sup> Street, Mariposa

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Name of Bidder

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Business Mailing Address (including city, state, and zip code)

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Business Street Address (including city, state, and zip code)

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Phone Number

Fax Number

E-mail Address

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Contractor License Number

DIR Registration Number

Year established

The work to be completed and referred to is:

## MPUD Administrative Building – Roof Replacement 4992 7<sup>th</sup> Street, Mariposa

Bidder acknowledges receipt of the following Addendum(s):

No. \_\_\_\_\_, dated \_\_\_\_\_, 2023

No. \_\_\_\_\_, dated \_\_\_\_\_, 2023

No. \_\_\_\_\_, dated \_\_\_\_\_, 2023

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items. In case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price	Item Amount
1	Roof Trusses: Engineer and install 6/12 pitch trusses	Lump Sum	1	\$	\$
2	Install Fascia	Lump Sum	1	\$	\$
3	Install Rake	Lump Sum	1	\$	\$
4	Install 30-pound base sheet and underlayment	Lump Sum	1	\$	\$
5	Install Shingles – 40-year composition shingles	Lump Sum	1	\$	\$
6	Replace flashings: edge, step, valley, parapet, and plumbing penetrations	Lump Sum	1	\$	\$

(Item No.'s 1 through 6) **TOTAL BID** (numerical) \$ \_\_\_\_\_

**OPTIONAL**

7	Remove and dispose of existing roofing	SF	2,212	\$	\$
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Amount of bid, written out:

\_\_\_\_\_ (Dollars)

The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Book pertaining to the work to be done, all of which have been examined by the undersigned.

Pursuant to Government Code Section 4552, in submitting its bid and entering into the contract or a subcontract to supply goods, services, or materials pursuant to the contract, the contractor or subcontractor offers and agrees to assign to the District all

rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the contractor, without further acknowledgment by the parties.

The names of all persons interested in the foregoing proposals as principals are as follows:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

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License Class: \_\_\_\_\_ License No. \_\_\_\_\_ PWCR (DIR) No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Bidder (print)



**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

This Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the Mariposa Public Utility District:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the 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 any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; 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 declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not\_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100. The term "bidder" is understood to include any partner, member, officer, director, responsible manager officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

- Yes
- No

If the answer is yes, explain the circumstances in the following space:

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NOTE: The above Questionnaire is part of the proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## LIST OF SUBCONTRACTORS

Each bidder shall list below the name and business address of each subcontractor who will perform work or render service under this contract in or about the construction of the improvement, or a subcontractor licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans, in excess of one-half of one percent of the total amount shown in the proposal, and shall also list the portion of the work which will be done by such subcontractor. Subcontractors shall comply with California Labor Code Sections 1725.5 and 1770 and provide PWCR (DIR) number.

<p><b>1</b></p> <p>_____</p> <p style="margin-left: 20px;">Name of Contractor</p> <p>_____</p> <p style="margin-left: 20px;">Mailing Address</p> <p>_____</p> <p style="margin-left: 20px;">Contractor's License Number</p> <p>_____</p> <p style="margin-left: 20px;">Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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<p><b>2</b></p> <p>_____</p> <p style="margin-left: 20px;">Name of Contractor</p> <p>_____</p> <p style="margin-left: 20px;">Mailing Address</p> <p>_____</p> <p style="margin-left: 20px;">Contractor's License Number</p> <p>_____</p> <p style="margin-left: 20px;">Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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<p><b>3</b></p> <p>_____</p> <p style="margin-left: 20px;">Name of Contractor</p> <p>_____</p> <p style="margin-left: 20px;">Mailing Address</p> <p>_____</p> <p style="margin-left: 20px;">Contractor's License Number</p> <p>_____</p> <p style="margin-left: 20px;">Public Works Contractor Registration Number</p>	<p>Portion of Work</p>
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## MAJOR MATERIAL SUPPLIERS' INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid.

	Equipment/Material	Manufacturer/Supplier
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Awarding of a contract under this bid will not imply approval by the District of the manufacturers or supplies listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

## QUALIFICATION STATEMENT

PROJECT: Mariposa Public Utility District  
 MPUD Administrative Building – Roof Replacement Project  
 State of California, County of Mariposa

TO: Mariposa Public Utility District

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

\_\_\_\_\_  
 Name of Bidder

### 1. EXPERIENCE AND REFERENCES

List three (3) or more past or current projects of similar size and scope to this project by completing the table below:

Past or Current Project Name and Location	Project Description	Owner	Contract Amount and Completion Date	Reference Contact Person (name and phone number)
			\$ _____ / /	
			\$ _____ / /	
			\$ _____ / /	
			\$ _____ / /	

2. CONTRACTOR INFORMATION (please answer the following questions completely using a separate sheet of paper if necessary.)

- a) List name, address, and phone number of bonding company used by your organization.
  
  
- b) List name, address, and phone number of a banking institution familiar with your organization.
  
  
- c) State whether your organization has been subject of bankruptcy, failed business, failed to complete a contract, or removed from a job by an awarding body.
  
  
- d) Describe any contract your organization failed to complete or job from which your company was removed by an awarding body.
  
  
- e) Describe any litigation your organization has been named a party in as the result of any award of a public contract.
  
  
- f) Describe any False Claims Act investigations which have been conducted as the result of any award of a public contract to your organization.

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Signature of Bidder

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Date

**WORKER'S COMPENSATION CERTIFICATION**

State of California  
County of \_\_\_\_\_

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions, and will require all subcontractors to comply with such provisions, before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## CERTIFICATION LABOR COMPLIANCE

The undersigned certifies that, in performance of the contract, the contractor will comply with the labor requirements described in the bid documents, pages 4 and 15 in addition to other legal requirements.

\_\_\_\_\_  
Name of Contractor or Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certified By (Printed Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



## **INDEMNITY AGREEMENT**

The undersigned Contractor (or supplier) by reason of contracts or purchase orders (and addenda and riders thereto) which have or may be entered into with the designate certificate holder, agrees the following conditions shall apply with respect to any and all work performed for, or materials or equipment supplied to designated certificate holder.

The contractor agrees to indemnify and save harmless, protect and defend the Mariposa Public Utility District, the State of California, Cal OES, FEMA and their officers, directors, agents, employees, and consultants from and against all loss, suits, actions, claims or expense, (including costs and attorney fees) on account of injury or death of persons employed by the contractor, or his sub-contractors, his or their agents or employees; injury to or death of any person; or injury to, damage or destruction of property, real or personal, including loss of use thereof, and violation(s) of laws, ordinances, rules and regulations. Upon demand, the contractor shall defend any suits or actions covered by the terms of this agreement.

### **INSURANCE**

The contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims set forth below which may arise out of or result from contractor's performance of the work and contractors other obligations under the contract documents, whether it is to be performed by contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of contractor's employees.
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than contractors' employees.
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person because of an offense directly or indirectly related to the employment of such person by contractor, or (ii) by any other person for any other reason.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

7. Certificates of Insurance acceptable to the District shall be filed with the District prior to commencement of the work. These certificates shall include as additional insured: the Mariposa Public Utility District and their officers, employees, consultants and agents and contain a provision that coverages afforded under the policies will not be canceled unless at thirty (30) days prior written notice has been given to the District.

Worker's Compensation and Occupational Disease Insurance meeting the statutory requirements of the State in which the work is to be performed; and Employer's Liability Insurance in an amount of at least \$1,000,000.00. The contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statute, the contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

- 1) General Public Liability and Property Damage Insurance including vehicle coverage issued to the contractor and protecting the contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by the contractor or by any subcontractor employed by the contractor or anyone directly or indirectly employed by the contractor or by a subcontractor employed by the contractor. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 2) "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the District, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the District.
- 3) Fire and Extended coverage insurance to the full insurable value of the project for the benefit of the District, the contractor and subcontractors as their interests may appear, provided however, that the limits of such insurance shall not limit the extent of such assumed responsibility and liability.

ACCEPTED:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness (if corporation)

Seal

\_\_\_\_\_  
By

ATTEST:

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

## **Section A - Scope of Work**

### **MPUD Administrative Building – Roof Replacement 4992 7<sup>th</sup> Street, Mariposa**

The project will consist of the following:

1. Remove and dispose of approximately 2,212 surface feet of existing roofing materials or leave in place (optional).
2. Engineer and install 6/12 pitch trusses.
3. Install hardy plank fascia and rake.
4. Install 30-pound base sheet and underlayment.
5. Install 40-year composition shingles.
6. Replace flashings, edge, step, valley, parapet, and plumbing penetrations.