



NOTICE  
Request for Proposals ("RFP")  
For  
Wall Repair & Upgrade at Fire Station 21

NOTICE IS HEREBY GIVEN that the San Miguel Consolidated Fire Protection District ("District") is requesting quotes from qualified firms for Repair and Upgrade of CMU Wall at the District's Fire Station 21 located at 10105 Vivera Dr. La Mesa, CA 91941. The following information is provided concerning the required repair and upgrade.

All qualified firms interested in providing these services are invited to submit their quote. The quotes will be evaluated and ranked according to the criteria provided in the "Proposal Evaluation" of this Request for Proposal (RFP).

It shall be the firm's responsibility to check the San Miguel Consolidated Fire Protection District's website ([www.sanmiguelfire.org/rfps](http://www.sanmiguelfire.org/rfps)) to obtain the full RFP, Exhibits, Attachments, and addenda that may be issued.

The firm's attention is directed to "Submittal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the firm's proposal. The hard copies and USB flash drive shall be mailed or submitted to the San Miguel Consolidated Fire Protection District, 2850 Via Orange Way, Spring Valley, CA 91978, prior to 2:00 p.m. PDT on Tuesday, August 6, 2024. Proposals shall be submitted in a sealed package clearly marked "WALL REPAIR"

San Miguel Consolidated Fire Protection District  
Attention: Shayna Rians - Clerk of the Board  
2850 Via Orange Way  
Spring Valley, CA 91978

No late submittals will be accepted. The District may conduct interviews of the top-ranking firms to make a final selection. The successful firm will be recommended to the Board of Directors for authorization to enter into a Contract for Wall Repair at Fire Station 21 located at 10105 Vivera Dr. La Mesa, CA 91941.

Failure to comply with the requirements set forth in this Request for Proposal may result in disqualification. Proposals and/or modifications received after the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this Request for Proposal, provided notification is received in writing before the submittal deadline.

Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding firm is solely responsible for all costs related to the preparation of the proposal.

The San Miguel Consolidated Fire Protection District reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in this proposal. Acceptance of any proposal submitted pursuant to this Request for Proposal shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the District's sole discretion, is best able to perform the required services in a manner most beneficial to the District. **The completed Fee Schedule in Exhibit D shall be submitted with the proposal in its own separately sealed envelope.**

The District intends to follow, but will not be bound by, the following selection timeline:

- Release of Advertisement of RFP 07/09/2024.
- Mandatory Site-Walk 07/23/2024 @ 10:00 a.m.
- Deadline to Submit Questions/Clarifications 07/26/2024 @ 5:00 p.m.
- Addendum/Questions/Clarifications Posted 07/30/2024 @ 5:00 p.m.
- Deadline for Proposal Submittal 08/06/2024 @ 2:00 p.m.
- Award Date 08/14/2024.
- Contract Issuance and Notice to Proceed (NTP) 08/19/2024.
- Work Begins 08/26/2024.
- Completion Requirement Thirty-Working Days 10/07/2024.

The mandatory site-walk, on July 23, 2024, at 10:00 A.M., is a requirement for a firm to submit a proposal. Any questions regarding submissions, processes, or proposals can be emailed to George Tockstein, Project Manager, at [gtockstein@gmail.com](mailto:gtockstein@gmail.com) no later than 5:00 p.m. on Friday, July 26, 2024. Any response to a request for clarification, questions, and answers will be e-mailed to the possible bidders who attended the Mandatory Site-Walk.

The Request for Proposal can be viewed and/or obtained from the San Miguel Consolidated Fire Protection District website at [www.sanmiguelfire.org/rfps](http://www.sanmiguelfire.org/rfps).

No oral questions or inquiries about the RFP shall be accepted.

**1. General Work Description**

- a. The San Miguel Consolidated Fire District Fire Station 21 (Mt Helix Facility) site has access and frontage onto Vivera Drive and to the West off of Mt. Helix Drive, The wall in question runs along the Westside of the Facility along what is a gym and/or workout room. The current wall is approximately 38' in length.
- Excavate to bottom of wall & remove spoils
  - Clean block wall
  - Apply moisture sealer as required
  - Install 4" perforated pipe from wall to drainage point
  - Backfill wall with a minimum of two feet of rock as specified
  - Place filter fabric as required
  - Extended wall as directed
  - Final grade sloping away from building and cleanup as required

**2. Contract Time**

- a. The contract time is hereby established as thirty working days.

**3. Liquidated Damages**

- a. The fixed liquidated damages amount is hereby established as \$500.00 per day for failure to complete the required work within the contract time allowed.

**4. Contractor's License Requirement.**

- a. The Contractor must possess a valid Class A or C21 Contractor's License at the time of the bid opening.

**5. Minimum Wage Requirements**

- a. Bidders are hereby notified that pursuant to Section 1773 of the Labor Code of the State of California, San Miguel Consolidated Fire Protection District has ascertained the general prevailing hourly wage rates in the locality where this work is to be performed for each craft or type of workman or mechanic needed to execute the contract which will be awarded to the successful bidder, and copies of the rates so determined are on file in the Office of Purchasing and Contracting, Building 11, County Operations Center, 5555 Overland Avenue, San Diego, Ca 92123. Not less than these rates shall be paid to all workers employed on the project

**6. Securing Bid and Contract Documents**

- a. Contract documents, including plans, specifications, and proposal forms, may be obtained online from San Miguel Consolidated Fire Protection District, web site [www.sanmiguelfire.org](http://www.sanmiguelfire.org). For further information, contact the Project Manager, George Tockstein, @ (619) 972-2765 or via email @ [gtockstein@gmail.com](mailto:gtockstein@gmail.com)

**7. Bids**

- a. Bidders shall comply with and agree to all instructions and requirements in this notice and in the contract documents.
- A. All bids must be submitted on the prescribed bid proposal forms.
  - B. The San Miguel Consolidated Fire Protection District (SMGCFPD) reserves the right to reject any or all bids or waive any informality in a bid.
  - C. All bids are to be compared on the basis of an estimate of the quantities of work to be done.

- D. No bid will be accepted from a contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III of Business and Professions Code.
- E. The award of the contract, if awarded, will be to the lowest and best regular responsible bidder whose proposal complies with the requirements prescribed. Such award, if made, will be made within (30) thirty calendar days after the opening of the proposals.

**8. Pre-Bid Walk Through**

- a. **All bidders are required to participate in a review of the site.** The walk through will take place on July 23, 2024 @ 10 AM at 10105 Vivera Dr. La Mesa, CA 91941 **Any bidder not present at the walk through will be disqualified from bidding.**

## SPECIAL PROVISIONS

### 1. PLANS AND SPECIFICATIONS

- A. The work embraced herein shall be done in accordance with these stated Special Provisions and in conjunction with the State of California, Department of Transportation Standard Specifications current edition.
- B. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

### 2. CONTRACT BONDS

The successful bidder will be required to furnish a Labor and Material Bonds for fifty percent (50%), and a Performance Bond for one hundred percent (100%) of the contract amount.

### 3. MEASUREMENT AND PAYMENT

Section 9-1.04, *Notice of Potential Claim*, of the State Standard Specifications is hereby deleted and shall be replaced by the following:

**Notice of Potential Claim** - The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by SMGCFPD, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given SMGCFPD due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, *Changes*, or Section 8-1.06, *Time of Completion*, or the notice provisions in Section 5-1.116, *Differing Site Conditions*, or Section 8-1.07, *Liquidated Damages*, or Section 8-1.10, *Utility and Non-Highway Facilities*, nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to SMGCFPD prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by SMGCFPD, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 prepared by the Contractor and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the SMGCFPD at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act,

event, thing, or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the SMGCFPD that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the District to be pertinent to the potential claim, available to the District for inspection and copying.

#### **4. FINAL PAYMENT AND CLAIMS**

Section 9-1.07B, *Final Payment and Claims*, of the Standard Specifications is amended to read as follows:

The Project Manager shall, after the completion of the contract, make a final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate and payment. The final payment will not be due and payable until the expiration of thirty-five (35) days from the date of acceptance of the work by the SMGCFPD or their designated representative. The date of acceptance of the work shall be the date that the SMGCFPD or their designated representative formally accepts the work upon the recommendation of the project coordinator. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Project Manager receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday, or legal holiday, then receipt of such written approval or statement of claims by the Project Manager shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, *Changes*, 8-1.06, *Time of Completion*, 8-1.07, *Liquidated Damages*, 5-1.116, *Differing Site Conditions*, 8-1.10, *Utility and Non-Highway Facilities*, and 9-1.04, *Notice of Potential Claim*, unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Project Manager will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the SMGCFPD will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Sections 9-1.03C, *Records*, and 9- 1.09, *Clerical Errors*.

If the Contractor within said period of 30 days files claims, the Project Manager will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the SMGCFPD will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed

within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, *Records*, and 9-01.09, *Clerical Errors*.

Claims filed by the Contractor shall be in sufficient detail to enable the Project Manager to ascertain the basis and amount of said claims. If additional information or details are required by the Project Manager to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Project Manager no later than the fifteenth day after receipt of the written request from the Project Manager. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Project Manager shall not be later than close of business of the next business day. Failure to submit such information and details to the Project Manager within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Project Manager or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Project Manager to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(Name)

(Title)

(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated:

/s/

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the SMGCFPD at its discretion.

Any costs or expenses incurred by the SMGCFPD in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the SMGCFPD within the meaning of the California False Claims Act.

The Fire Chief will make the final determination of any claims, which remain in dispute after completion of claim review by the Project Manager. A board member or person designated by the Board of Directors will review such claims and make a written recommendation thereon to the Board of Directors. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Project Manager will then make and issue a final estimate in writing and within 30 days thereafter the SMGCFPD will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Sections 9-1.03C, *Records*, and 9-1.09, *Clerical Errors*.

**5. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, *Beginning of Work*, in Section 8-1.06, *Time of Completion*, and in Section 8-1.07, *Liquidated Damages*, of the Standard Specifications, State Standard Specifications, and these Special Provisions.

The Contractor shall begin work within five (5) calendar days after the pre-job conference.

Said work shall be diligently prosecuted to completion before the expiration of 10 working days, beginning on the day of the pre-job conference.

The Contractor shall pay to the SMGCFPD the sum of \$500.00 per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

**6. SCOPE OF WORK REQUESTED**

By careful study of the Contract Documents and job site visit prior to bidding, determine the location and extent of repair required.

- A. Existing utilities serving the adjacent facilities and residences must remain active and undisturbed. If conflicts are present, Contractor must provide temporary measures to ensure that these existing facilities remain operational at all times.
- B. The Contractor shall obtain all required permits and licenses, pay all charges and fees, and give notices, as necessary.
- C. The Contractor shall be responsible for the protection of existing structures, concrete, pavement, trunks and tree roots, and other vegetation outside the area of demolition. The Contractor shall remove interfering branches without damaging trunks of trees. Nothing outside the demolition area shall be damaged. If damage occurs, the cost of repairs shall be the Contractor's sole responsibility.



- D. The Contractor shall limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e., jack hammers, power-driven fasteners, and similar equipment. Noise abatement control shall meet the requirements of the SMGCFPD and the County of San Diego.
- E. The Contractor shall submit a proposed schedule for all work to be performed to the Project Manager for approval no later than 2 days before a scheduled start of work. The proposed schedule shall be in writing and shall identify days and hours of demolition and coordination requirements for all affected public agencies that have facilities in the work area. Any modification to the approved schedule shall also be submitted to the Project Manager no later than three (1) days before such modifications are required.
- F. The Contractor shall notify the Project Manager a minimum of 24 hours prior to capping and/or securing water, sewer, and all other utility services.
- G. Contractor shall provide barricades, warnings (signs and lighting), and maintenance and supervision thereof, in accordance with applicable Federal, State, and local Codes and their respective requirements, or as may be directed from time to time. Do not commence site clearing until barricades and warnings are in place.
- H. The Contractor shall not proceed from one item of work to the next until the previous item is in a nonhazardous condition and all combustible material has been removed.
- I. All holes and trenches shall be backfilled with material equivalent to the surrounding material and compacted in accordance with Section 19, *Earthwork*, of the Standard Specifications (State of California, Department of Transportation, current edition).
- J. Demolished building materials shall be recycled in accordance with County of San Diego policy. Removed material is the property of the Contractor and shall be promptly recycled, or where it cannot be recycled, it shall be removed to a legal disposal area unless otherwise indicated on the plans or called out in the Specifications.
- K. The contractor shall work with the District to provide temporary site security fencing around the entire site. The fencing shall remain in place after the completion of demolition. District shall be responsible for the cost of the fence rental.
- L. All materials resulting from the demolition shall become the property of the Contractor and the Contractor shall remove said materials from the premises with his own organization. The Contractor shall not dispose of the r materials there from by sale, gift, or in any manner whatsoever to the general public at the site, provided however, that this provision shall not be construed as limiting or prohibiting the sale or disposal of such materials at the site to duly licensed Contractors or material persons, provided that the materials are removed by the Contractor.
- M. Blasting or burning of any demolished materials shall not be permitted.
- N. Contractor shall conduct site-clearing operations to ensure minimum interference with roads, streets, walks, other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

- O. Existing underground and overhead lines indicated are shown from best possible information available and shall be verified before start of site clearing operations. It shall be understood and agreed that certain lines cannot be or have not been located and no indication is contained on the Drawings or referred to in the Specifications (i.e., storm drainage, electrical, plumbing, sewer, water, or gas); therefore, exercise extreme caution during clearing, grading, excavating, trenching, and similar construction activities. Should such lines be encountered, give notice, in writing, and do not proceed until adequate investigation has been made, the line identified, and instructions issued as to how to proceed.
- P. Upon completion of demolition, the Contractor shall remove all extraneous material and debris, rake the area clean and finish grade the site to provide a reasonably smooth and well-drained surface.
- Q. Contractor shall be responsible for maintaining required Storm Water Procedures (SWPPP) in place through the duration of construction and for leaving the site in a manner that includes all required BMP's. Contractor shall be required to maintain the BMPs on site for a minimum of 3 months after completion of contract work.

**7. DISTRICT FURNISHED MATERIAL**

- A. Building plans as available

**8. INSURANCE REQUIREMENTS**

Contractor shall procure and maintain, insurance of the types and in the amounts described below, naming the San Miguel Consolidated Fire Protection District, their officers, employees and agents as additional insured documentation for the duration of the contract against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Contractor shall furnish the District with a certificate of insurance showing required coverage. Original endorsements effecting general liability and automobile liability coverage are also required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

- A. **Commercial General Liability Insurance.** Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of, not less than \$2,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separate to this agreement or be no less than two times the occurrence limit.
- B. **Business Automobile Liability Insurance.** Contractor shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. **Professional Liability Insurance.** Contractor shall maintain errors and omissions liability insurance with a limit of not less than \$2,000,000 for each claim. Such insurance shall be maintained for a minimum of five years following completion of the services.
- D. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of, not less than \$1,000,000 per accident.

**9. MWBE AND SMALL BUSINESS PARTICIPATION**

The San Miguel Consolidated Fire Protection District encourages the participation of Minority and Women-owned Business Enterprises (MWBE), and Small Business Enterprises.

**10. REQUIRED FORMS**

- A. Proposal form
- B. Bid security affidavit
- C. Bid security form for check
- D. Bid security form for bond
- E. Non-Collusion Affidavit
- F. Workers' Compensation certificate
- G. List of subcontractors
- H. Contractors Qualification Statement

**PLEASE NOTE: ALL PRECEEDING FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID. FAILURE TO SUBMIT THESE FORMS WILL BE CAUSE TO REJECT THE BID AS NON-RESPONSIVE.**

**San Miguel Consolidated Fire Protection District – Fire Station 21 – (Mt. Helix) Wall Repair**

PROPOSAL

Company:

Address:

Authorized Signature:

Title:

Print Signature:

Telephone Number:

State License Number:

Class:

San Miguel Consolidated Fire Protection District  
2850 Via Orange Way  
Spring Valley, CA 91978

*Pursuant to the Public Notice Inviting Bids or Proposals, the undersigned declares that he has carefully examined the location of the proposed work, that he has examined the Drawings, Project Manual, and other contract documents of the San Miguel Consolidated Fire Protection District and read the contract documents, and hereby proposed to furnish all labor, tools, materials, to do all work necessary or incidental to complete the work in accordance with the Contract Documents for the price set forth below.*

Total price of \$ \_\_\_\_\_ (Figures)

The undersigned understands and agrees to the following:

1. To comply with and be bound by instructions to bidders issued for this work;
2. This proposal represents and constitutes an offer that is irrevocable until sixty (60) days following the date of the opening of the proposal;
3. To commence work within five (5) days after notice to proceed and to provide substantial completion within 30 days (or as otherwise agreed upon by owner and contractor) from the start of construction.

The undersigned acknowledges receipt of Addenda number (if applicable)

**Enclosed with this bid is bid security in the amount of not less than ten percent (10%) of the bidders proposed contract sum**

BIDDER

( )  
 ( )  
 ( )  
 ( Corporate Seal )  
 ( )  
 ( )  
 ( )  
 ( )

BY  
 ADDRESS  
 LICENSE NUMBER  
 LICENSE TYPE

Bid date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

**BID TOTAL:**  
**\$**

**BID SECURITY FORM FOR CHECK TO ACCOMPANY BID**

Accompanying this proposal is a certified check payable to the order of San Miguel Consolidated Fire Protection District for: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

This amount being not less than ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said District provided this proposal shall be accepted by said District through action of its legally constituted contracted authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

**BID SECURITY FORM FOR BOND TO ACCOMPANY BID**

NOTE: If the bidder desired to use a bond for bid security, the following form shall be executed. The sum of this bond shall be no less than ten percent (10%) of the total amount of the bid.

BID BOND KNOW ALL MEN BY THESE PRESENTS:

That, we \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the San Miguel Consolidated Fire Protection District the sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), to be paid to the San Miguel Consolidated Fire Protection District its succors and assigns, for which payment, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bounded \_\_\_\_\_ for the \_\_\_\_\_ of \_\_\_\_\_ Specifications and Drawings on file at the office of the Purchasing Department of the San Miguel Consolidated Fire Protection District is accepted by the San Miguel Consolidated Fire Protection District through action of its legally constituted contracting authorities, and if the above bounded \_\_\_\_\_, his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance Bond and a Labor and Materials Bond within fifteen (15) days after the date of notification by and from the said District that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS AND SEAL THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The standard printed bid bond form of any bonding company acceptable to the San Miguel Consolidated Fire Protection District may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the San Miguel Consolidated Fire Protection District are not in any way reduced by use of the surety company=s printed standard form.

**NON-COLLUSION AFFIDAVIT**

State of California )  
 )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid 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 the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any other 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.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
By (Print name and title)

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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(is), 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.

SEAL

\_\_\_\_\_  
Signature of Notary Public

**WORKERS COMPENSATION CERTIFICATE**

Contractor shall comply with, and shall require each subcontractor to comply with, the requirements of Section 3700 of the California Labor Code. Contractor shall assume the defense of and indemnify and save harmless the District and Architect, their officers and employees, agents and consultants, from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform any work under this contract regardless of responsibility or negligence.

Before commencing any work, Contractor shall execute, and before allowing any subcontractor to commence work, shall cause each subcontractor to execute the following certification;

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor and subcontractor shall file a certified copy of each Workers Compensation Insurance Policy or authorization for self-insurance with District before commencing any work.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
By (Print name and title)



## Contractor's Qualification Statement

*The undersigned certifies under oath that the information provided herein is true and sufficiently complete.*

Submitted To: San Miguel Consolidated Fire Protection District

Address: 2850 Via Orange Way Spring Valley, CA 91978

Submitted By:

Name:

Address:

Position:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

Name of Project: San Miguel Consolidated Fire Protection District Fire Station 18 Demolition Phase's I and II

Contractors Classification \_\_\_\_\_ License # \_\_\_\_\_ DIR # \_\_\_\_\_

How many years has your organization been in business as a contractor? \_\_\_\_\_ -

How many years has your organization been in business as u8nder its current name? \_\_\_\_

Under what other or former names has your organization operated under?

---

---

If your organization is a corporation, answer the following:

- a. Date of Incorporation \_\_\_\_\_
- b. State of incorporation \_\_\_\_\_
- c. President's Name \_\_\_\_\_
- d. Vice President's name(s) \_\_\_\_\_
- e. CFO's name \_\_\_\_\_
- f. Secretary's name \_\_\_\_\_

If your organization is a partnership, answer the following:

- a. Date of organization \_\_\_\_\_
  - b. Type of partnership \_\_\_\_\_
  - c. Name(s) of general partner(s) \_\_\_\_\_
- 

If your organization individually owned, answer the following:

- a. Date of organization \_\_\_\_\_
- b. Name of owner \_\_\_\_\_

If the form of your organization is other than those listed above, describe and name the principles: \_\_\_\_\_

\_\_\_\_\_

List jurisdictions in which your organization's partnership or trade name is filed:

\_\_\_\_\_

\_\_\_\_\_

List jurisdictions and trade categories in which your organization is legally qualified to do business.: \_\_\_\_\_

\_\_\_\_\_

List the categories of work you're your organization normally performs with it's on employees \_\_\_\_\_

\_\_\_\_\_

Claims and suits (if the answer to any of the questions below is yes please attach details)

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? \_\_\_\_\_

Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years? \_\_\_\_\_

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? \_\_\_\_\_ (If the answer is yes, please attach details)

### Contractor's References

Please list five (5) references of this type of work completed. (Name, address, phone, contact person and brief explanation of the project and work completed)

	<b>Name</b>	<b>Address</b>	<b>Contact info</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

**LIST OF SUBCONTRACTORS**

Pursuant to Section 4100 of the Public Contracts Code, the Bidder is required to furnish the following information for each Subcontractor performing more than ½ percent (0.51) of the total base bid. Do not list alternative Subcontractors for the same work. Contractor's attention is directed to the provisions of Section 8-1.01 "Subcontracting" of the Standard Specifications.

Name under which subcontractor licensed	License Number	Address, and Phone number of office	Specific Description of Subcontract	% of Total Base Bid