



Amador Resiliency Commercial Kitchen

AT THE

**Amador County Fairgrounds
18551 Sherwood St.
Plymouth, CA 95669**

**FOR PROJECT INFORMATION
CONTACT**

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**Bid Package
www.ccaauthority.org/bid-opportunities/**

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Project No. 026-23-088

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INVITATION TO BID

BID REQUIREMENTS AND INFORMATION

California Construction Authority (“CCA”) will be receiving sealed bids until **2Pm on 1/7/2026**, through public purchase Bidding System for the following public works project “**Amador Resiliency Commercial Kitchen**” at the **Amador County Fairgrounds**
(Fair):

ESTIMATED PROJECT BUDGET: \$1,200,000.00

CCA are soliciting cost proposals on behalf of the Fair, for the project. General information, plans and current site photographs are included in Appendices A, B, C, & D. The scope of work to include the following:

SCOPE OF WORK

Project Overview

The project includes all labor, equipment, and materials necessary to implement the construction of a new resiliency kitchen facility, along with associated concessions and service windows, and various related site modifications.

Project Description

The proposed project encompasses the following:

- **Site / Fairgrounds Area:** Approximately 25.7 acres.
- **Structure:** A single wood-framed structure built on concrete foundations.
- **Site Work:** Installation of underground utilities, concrete walkways, and concrete mechanical foundations.
- **Main Building Area:** A resiliency kitchen, approximately 1,200 square feet in size.
- **Kitchen Equipment:** Provide and install kitchen equipment

Please note that the demolition scope of work has been completed by others and is not included in this bidding.

Bidding Instructions

The above scope of work serves as an overview. All bidding and work must be based on the attached plans and specifications found in Appendix B.

Contractor Requirements

Bidders are required to possess a qualified California Contractor’s A or B License that is active

and in good standing at the time of bid opening and must remain so throughout the duration of the contract. All specialized skills (e.g., welding, specialized hardware installation) must be conducted by personnel with the applicable qualifications and licenses.

GENERAL NOTES:

1. This is a public works project.
2. Bids to be based on plans included in Appendix B along with any subsequent addendums, if applicable.
3. All work is to comply with all current applicable California Codes.
4. The Contractor is to supply all required equipment and materials.
5. All materials are to meet project specifications, and be installed in full accordance of equipment manufacturer's requirements. The contractor is required to submit to CCA for approval all manufacturers specifications attesting to the design recommendations of all applicable equipment and materials prior to ordering materials and the start of the work.
6. Contractor is responsible for all materials delivery, storage, and handling. An equipment and material laydown area will be provided to the awarded Contractor on the Fairgrounds. It is the Contractor responsibility to move equipment and materials between the laydown area and the project site. The Fair will not supply a forklift or operator for the unloading or moving of any equipment or materials. Material to be stored and applied in accordance with all manufacturers' guidelines, i.e., temperature. All materials and equipment is left on the grounds at the contractor's risk.
7. Requests for equipment or material substitutions after award of the Contract shall be within **FIVE (5)** working days of the date of the Notice of Intent to Award (NOI). If the material, process, or article offered by Contractor is not, in the opinion of CCA, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order. This provision shall not be applicable with respect to any material, product, thing or service for which CCA made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services. Any request for a substitution shall be in writing. In no event shall CCA be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute. If CCA approves a substitution after the award of the Contract, CCA shall memorialize that approval in a Change Order or other applicable Contract modification process.
8. All equipment to be fully operational at the time of completion.
9. All work to be warrantied (materials and labor) for a minimum of one (1) year, or manufacturer period, whichever is greater.

10. Contractor will be responsible for all clean-up, including clean-up of any debris. All wastes, including material containers and non-reusable equipment to be removed from site, and either recycled or legally disposed.
11. Contractor responsible for site and workers safety, confined space access, and fall protection. All standard safety precautions shall be implemented and followed in accordance with CAL OSHA Health and Safety Guidelines. All equipment, safety devices and machinery shall be maintained in accordance with state Law, and all technicians should be trained and certified aerial lift operators. Certification to be provided to CCA before start of project. Contractor is required to meet or exceed all Cal OSHA requirements during the project and provide safety training on the use of personal protective equipment (PPE) to all laborers who will be handling the product. The Contractor shall conduct a Safety Evaluation prior to the start of the project. It shall be the sole responsibility of the Contractor to ensure a safe work environment.
12. The Contractor is to provide a minimum of 48-hours' notice of the shutdown of any utilities to both CCA and the Fair. If shutdown of water supply impacts any fire hydrants or sprinklers, shutdown to be coordinated with local fire department. Utility shutdown time is to be kept at a minimum and be back online at end of each workday.
13. Special inspections, i.e. compaction testing, to be conducted/coordinated by CCA. Contractor to provide a minimum of 72-hours' notice of required testing. Any failed testing will be the responsibility of the Contractor, who will be required to cover all re-testing costs.
14. The contractor is to prepare daily reports, with photographs, throughout the full construction periods. These reports are to be submitted to CCA on a weekly or shorter basis.
15. Contractor invoices to be submitted at least monthly to the CCA's.
16. Additional, yet undetermined work may be identified. Any additional work will be conducted in accordance with Potential Change Order (PCO), presented in the General Conditions (Appendix C).
17. The Fair is a working facility so all work to be coordinated with CCA and the Fair and scheduled around Fair Events. Protection of visiting public and facility workers to be maintained at all time. At the current time there are no major blackout/no work periods associated with the project site.
18. Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	8	July	2
February	7	August	2
March	5	September	2
April	4	October	2
May	2	November	5
June	2	December	8

**Weather days are non-compensable.

19. Contractor will provide a SWPPP as required by local jurisdictions, preparation of plans, installation of plan and maintenance must be included in the base bid cost.
20. A NON-COLLUSION AFFIDAVIT (see attachment, and Public Contract Code Section 7106), is to be included with the submitted Bid.
21. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages, including that for holiday and overtime work as determined by the State of California DIR, for the type of work performed and the locality in which the work is performed, pursuant to sections 1770 et seq. of the California Labor Code. Certified payroll will be required to be submitted to DIR and CCA.
22. Bidding Contractor to have been in business and providing services similar to those outlined in the project scope of work for a minimum of five (5) years.
23. Bidding Contractor to provide notice of any legal action against your company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred.
24. Bidding Contractor to provide details on a minimum of four (4) similar projects completed in the last 24 months in which the bidder was activity involved and performed the provided services similar to those presented in this Bid Package scope of work.
25. A **10% Bid Bond** or equal is required; the successful Bidder is required to furnish a 100% Performance Bond and a 100% Payment Bond, along with proof of insurance.
26. **A Non-MANDATORY pre-bid job walk will be held on 12/29/2025 @ 10 am. Interested parties are to meet at 18551 Sherwood St. Plymouth, CA 95669.**
27. The contractor's bid shall consist of all materials, equipment, and labor, including all direct costs and taxes to complete the project as outlined.
28. The contractor's bid shall consist of all materials, equipment, and labor, including all direct costs and taxes to complete the project as outlined.
29. **Electronically Submitted Bids will be received until 2:00 PM, January 07, 2026, through Public Purchase Bidding System.**
30. All bids shall be written on the attached CCA Bid Forms provided in the bid documents and must be attached to the bid in Public Purchase. Bids will be publicly opened and announced at that time. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

31. The Contract will be awarded to the lowest total bid conforming to the bid requirements for the project. Bids to include all labor, equipment, materials, and applicable taxes.
32. Construction work to be completed by **July 30, 2026**, with all work scheduled around Fair events. If Contractor fails to complete the work within the contract time, liquidated damages of \$500 a day may be accessed.
33. Any manufacturer delays of major equipment may relieve the Contractor of damages and provide for non-compensable time extension, but proof that equipment was ordered within 5 days of awarding of contract and a certified declaration from the manufacturer will be required, subject to CCA's acceptance.

Project General Conditions included as Appendix C of this Bid Package.

Any questions or requests for clarification (RFC) must be submitted through the public purchase system 96 hours prior to the bid submission time. Please be aware that RFCs submitted after this deadline may not be addressed.

PROJECT SCHEDULE

DATE	ACTIVITY
9/4/2025	Bid Package Issued
12/29/2025	Non-mandatory Job Walk
1/07/2026 @ 2pm	Contractor Bid Due
1/9/2026 (Anticipated)	Notice of Award
1/19/2026 (Anticipated)	Notice to Proceed (NTP): Project Start Date, Project Submittal Log including determination of critical path submittals, Schedule of Values
<u>Milestone #1</u> By 1/28/2026	Submission of all Critical Path Submittals
<u>Project Completion</u> July 30,2026	Construction Completion and Close-Out

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

California Construction Authority (CCA) (“Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to CCA, Bidder's bid may be rejected at the sole discretion of CCA.

1. **Project.** Bids are requested for a general construction contract, or work described in general, for the project.
2. **Sealed Bids.** CCA will receive sealed Bids from Bidders as indicated in the Invitation to Bid and each Bidder shall ensure that its Bid:
 - A. Contains all documents as required herein; and
 - B. Is submitted by date and time shown in the Invitation to Bid.
3. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.
4. **Bid Form.** Bidders must upload the CCA Bid Form and all other required CCA forms to the Public Purchase Bidding System. Bids not submitted on CCA's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other CCA-provided documents.
5. **Complete Bids.** Bidders must supply all information required by each of the Contract Documents. Bids must be full and complete. CCA reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit the following documents with the Bid Form:

- A. Completed Bid Form
- B. Examples of four (4) similar projects in which the bidder was listed/contracted to conduct work similar to this project in the last 24 months.
- C. Notice of any legal action against your company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred
- D. Designated Subcontractors List
- E. Non-Collusion Affidavit
- F. Workers Comp Certification

- G. Certificate of Proof for Contractor/Subcontractor DIR Registration.**
- H. Prevailing Wage Certification**
- I. DVBE Participation Certificate**
- J. Bid Bond**
- K. Iran Contracting Act Certification (PCC 2204).**
- L. Darfur Contracting Act Certification (PCC 10478)**
- M. Certification to be completed by Contractor.**

All forms are included in the Bid Package.

6. **Bid Security.** Bidders must submit their Bid Form with a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by CCA in the Contract Documents and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. If Bidder chooses to no provide a bid bond, then cash, a cashier's check, or a certified check payable to CCA must be presented to CCA's office before the bid opening time. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
7. **Subcontractor List.** Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. **Non-Collusion Affidavit.** Bidders shall submit the Non-collusion Affidavit with their Bids. Bids submitted without the Non-collusion Affidavit shall be deemed non-responsive and will not be considered.
9. **Erasures.** Bids shall be clearly written without erasure or deletions. CCA reserves the right to reject any Bid containing erasures or deletions.
10. **Words/Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
11. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the CCA. Copies of the

general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available at <http://www.dir.ca.gov>.

12. **DIR/Contractor Registration.** Contractor and Sub-Contractor shall be registered with the DIR prior to submitting Bidder shall ensure that it and its Subcontractors (i) comply with the compliance monitoring and enforcement provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and (ii) are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal for, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Provide certification proof with bid documents.
13. **DVBE.** For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.
14. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to CCA that Bidder has fully completed the following:
 - A. Bidder has visited the Project Site, as required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - B. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - C. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

- D. Bidder has given CCA prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by CCA is acceptable to Bidder;
- E. Bidder has made a complete disclosure in writing to CCA of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of CCA or other officer or employee of CCA presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- F. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.
- G. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, CCA only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - 1. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on CCA-supplied information regarding above-ground conditions or as-built conditions.
 - 2. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. CCA is not responsible for the completeness of such information for bidding or construction; nor is CCA responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is CCA responsible for subsurface conditions that are not specifically shown (for example, CCA is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- H. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and
 2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.
 3. These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by CCA.
15. **As-Built.** Bidders may examine any available “as-built” drawings of previous work by giving CCA reasonable advance notice. CCA will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.
16. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to CCA Interpretations or clarifications considered necessary by CCA in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the CCA as having received the Contract Documents. Questions received less than **Three (3)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
17. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by CCA. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from CCA.
18. **Substitution for Specified Items.** Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the Special Conditions, the Specifications and the following:
- A. **Request for Substitution Prior to Bid.**
1. CCA must receive any request for equipment or material substitutions at least **FIVE (5)** working days before the of the date of the bid opening.
 2. The CCA’s denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The CCA is not responsible and/or liable in any way for a Bidder’s damages and/or claims related, in any way, to that Bidder’s basing its bid on any requested substitution that CCA

has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.

3. CCA reserves the right not to act upon submittals of substitutions until after the date of bid opening.

B. Request for Substitution after Bid Award. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions.

C. Information with Request. Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

19. **Alternates.** The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at CCA's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. CCA shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders.

20. **Notice of Intent to Award (NOI).** The Bidder awarded the Contract shall execute and submit the following documents by **3:00 p.m.** of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles CCA to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by CCA as liquidated damages, at CCA's sole discretion.

A. Agreement: To be executed by successful Bidder through the DocuSign.

B. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

C. Payment Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

D. Insurance Certificates and Endorsements, including Workers' Compensation Certification.

E. Disabled Veterans' Business Enterprise Participation Certification.

F. Apprenticeship Resolution Compliance Certification.

Documents submitted with Bid, do not need to be re-submitted.

21. **Notice to Proceed (NTP)**. CCA may issue a “Notice to Proceed” within **THREE (3)** months from the date of the Notice of Award. Changes by CCA to the “Anticipated” “Notice to Proceed” or actual “Notice To Proceed” date does not change the project or contract milestone completion dates respectively. Contractor will be bound and accountable to the dates, milestones and liquidated damages as set forth in the “Contract Agreement”. Contractor to verify all dates before initialing and signing Contract Agreement. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- A. CCA may postpone issuing the Notice to Proceed beyond the (3)-month period, upon reasonable notice to Contractor.
 - B. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the “Notice to Proceed” beyond the three (3)-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may terminate the Contract. Contractor’s termination due to a postponement beyond the three (3)-month period shall be by written notice to CCA within **SEVEN (7)** calendar days after receipt by Contractor of CCA's notice of postponement.
 - C. Changes by CCA to the “Anticipated” “Notice To Proceed” or actual “Notice To Proceed” date does not change the project or contract milestone completion dates respectively. Contractor will be bound and accountable to the dates, milestones and liquidated damages as set forth in the “Contract Agreement”. Contractor to verify all dates before initialing and signing Contract Agreement.
 - D. It is further understood by Contractor that in the event Contractor terminates the Contract as a result of postponement by CCA, CCA shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which CCA had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - E. Should Contractor terminate the Contract as a result of a notice of postponement, CCA shall have the authority to award the Contract to the next lowest responsive responsible bidder.
22. **Bid Protests**. Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to CCA, before 2:00 p.m. of the **THIRD (3rd)** business day following the date of bid opening.
- A. The protest must contain a complete statement of any and all basis for the protest.
 - B. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - C. The protest must include the name, address and telephone number of the person representing the protesting party.

- D. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - E. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
23. **Rejection of Bids.** CCA reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if CCA believes that it would not be in the best interest of CCA to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCA. CCA also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
24. **Bidder Responsibility.** Prior to the award of Contract, CCA reserves the right to consider the responsibility of the Bidder. CCA may conduct investigations as CCA deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to CCA's satisfaction within the prescribed time.

BID FORM

To: **California Construction Authority (CCA) (“Owner”)**

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, any Drawings and Specifications of Bid No. **026-23-088**

“Contractor” will accept in full payment for the Base Bid Work, all taxes included:

_____ Dollars \$ _____

BASE BID

(Amador Resiliency Commercial Kitchen)

_____ Dollars \$ _____

Add Alt #1 (Provide and install movable kitchen equipment that needs to be installed after construction completion)

Please initial the following:

The Bidding Contractor is familiar with the Project Bidding and General Conditions: _____

A Mandatory job walk is not required.

Contract shall be awarded based on “Total Base Bid”. Apparent low bidder will be notified in a “Notice of Intent to Award” letter. No work to be initiated until the “Notice to Proceed” letter has been issued.

1. ADDITIVE ALTERNATES:

Add Alt #1 (Provide and install movable kitchen equipment that needs to be installed after construction completion):

Any Alternate shall include full cost for furnishing all mobilization, labor, materials, tools, overhead, profit, equipment and incidentals. The cost assigned to each alternate shall be complete and all inclusive, but shall take into account any “economy of scale” available to the Contractor should the work be included in the overall project.

The Owner will review the Base Bid amount and the available construction budget and determine if Additive Alternate work listed below will be feasible. Should funding be available, based on the Base Bid price compared to the Owner’s construction budget, the Owner may elect to accept the Alternate(s) for including in the Contract. The Owner has the right to not accept any Alternates but must accept Alternate #1 before considering Alternate #2 and Alternate #2 before considering Alternate #3.

2. UNIT PRICE(S): NOT APPLICABLE

3. ALLOWANCE(S): NOT APPLICABLE

4. LICENSE and CERTIFICATION:

- A. Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- B. Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

5. **BID FORM:**

- A. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to CCA, and agrees that its bid, if accepted by CCA, will be the basis for the Bidder to enter into a contract with CCA in accordance with the intent of the Contract Documents.
- B. The undersigned has notified CCA in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning or content within any of the Contract Documents and has contacted the CCA representative before bid date to verify the issuance of any clarifying Addenda.
- C. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- D. The liquidated damages clause of these Specifications is hereby Acknowledged and Agreed to.
- E. It is understood that the CCA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- F. Receipt and acceptance of the following addenda is (are) hereby acknowledged:

No.		Dated:		No.		Dated:	
No.		Dated:		No.		Dated:	

☐ Check if **NO** addenda were issued.

- G. The undersigned hereby certifies that Bidder can furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- H. The following documents are attached hereto:
- a. **Examples of four (4) similar projects in which the bidder was listed/contracted to conduct work similar to this project in the last 24 months.**
 - b. **Notice of any legal action against your company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred**
 - c. **Designated Subcontractors List**
 - d. **Non-Collusion Affidavit**

- e. Workers Comp Certification
- f. Certificate of Proof for Contractor/Subcontractor DIR Registration.
- g. Prevailing Wage Certification
- h. DVBE Participation Certificate
- i. Bid Bond
- j. Iran Contracting Act Certification (PCC 2204).
- k. Darfur Contracting Act Certification (PCC 10478)
- l. Certification to be completed by Contractor

Note: All these documents are included in the Bid Document and are to be completed and submitted with the Bidders completed “Bid Form”.

If select documents are accidentally absent or incomplete, the bidder will have up to 48 hours, from the Bid due date and time, to provide the missing documents, but only if the documents are determined by CCA to be minor, inconsequential, waivable, and provided no substantive advantage to the bidder. At a minimum, these documents will **not** include the Bid Form or the Bid Bond.

The awarded Contractor will supply Payment and Performance Bond, along with proof of insurance as required in the Terms and Condition (Appendix C), following the issue of the formal “Notice of Intent to Award”.

- I. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- J. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), CCA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Bidder hereby certifies to CCA that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Amador Resiliency Commercial Kitchen

Project No. 026-23-088

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____ Fax Number _____

E-Mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Small Business Certification: No.: _____ Expiration Date: _____

DIR Certification: No.: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

PROJECT EXAMPLES

Provide a minimum four (4) projects of similar size, **within the last 24 months** where the Bidder provided the similar services to the project being bid. Not to include projects conducted for CCA or multiple projects for the same client.

Project #1: _____ Project Value: _____

Contact Name: _____ Contact Phone: _____

Contact Company: _____ Contact Email: _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

Project #2: _____ Project Value: _____

Contact Name: _____ Contact Phone: _____

Contact Company: _____ Contact Email: _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

Amador Resiliency Commercial Kitchen**Project No. 026-23-088****Project #3:** _____ **Project Value:** _____**Contact Name:** _____ **Contact Phone:** _____**Contact Company:** _____ **Contact Email:** _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

Project #4: _____ **Project Value:** _____**Contact Name:** _____ **Contact Phone:** _____**Contact Company:** _____ **Contact Email:** _____

Project Description: The narrative description shall include the type of project, location, project details, dates of start and completion, the Contractor's responsibility (prime or subcontractor).

LEGAL ACTION

Notice of any legal action against your company in the last five (5) years where a legal settlement of greater than \$50,000 was incurred:

Contractor Legal Name: _____

Contractor's License Number: _____ Date Exp: _____

☐

Check if name Contractor has **NOT** been involved in any applicable legal action settlement. **If not checked**, complete information below:

1. **Case Name:** _____ Case Date: _____

Nature/Details of Case: _____

Settlement: \$ _____

2. **Case Name:** _____ Case Date: _____

Nature/Details of Case: _____

Settlement: \$ _____

****Use additional pages if required**

DESIGNATED SUBCONTRACTORS LIST

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.
7. Subcontractors are to be registered with the Department of Industrial Relations in accordance with SB 854
8. **DVBE.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises and the estimated percentage of the Work those subcontractor(s) will perform.
9. **CCA will permit Bidders to submit the required CSLB numbers and DIR registration numbers for each listed subcontractor no later than five (5) days after bid opening.**
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Amador Resiliency Commercial Kitchen

Project No. 026-23-088

Small/Micro Business (Y or N) _____ CSLB Number: _____ DIR Reg #:

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) _____ CSLB Number: _____ DIR Reg #:

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) _____ CSLB Number: _____ DIR Reg #:

Subcontractor Name: _____

Location (City and State): _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

Small/Micro Business (Y or N) _____ CSLB Number: _____ DIR Reg #:

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

NON-COLLUSION AFFIDAVIT

Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA, COUNTY OF _____

[PRINT NAME]

being first duly sworn deposes and says that he or she is

[PRINT TITLE]

of _____ **[PRINT FIRM NAME]**,

the Bidder 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 District 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 certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Non-Collusion Affidavit is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Amador Resiliency Commercial Kitchen

Project No. 026-23-088

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

WORKERS' COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT/CONTRACT NO.: **026-23-088** between California Construction Authority (“CCA”) and _____. (the “Contractor” or the “Bidder”)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Pursuant to Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I certify that _____
(Name) (Title)

_____ (Contractor) is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number: _____

Expiration Date: _____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for any subcontractor on the project within five (5) days of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature: _____

Date: _____

PREVAILING WAGE CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

CONTRACT NO.: 026-23-088 between California Construction Authority (“Owner”) and _____
_____ the “Contractor” or
“Bidder”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the Labor Compliance Program, if in use on this Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

CONTRACT NO.: 026-23-088 between **California Construction Authority (CCA)** (“Owner”) and _____ (the “Contractor” or the “Bidder”).

Section 2001 of the Public Contract Code requires each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** CCA is committed to achieving this DVBE participation goal. CCA encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to CCA of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a. Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b. Upon completion of the Work of the Contract, Contractor shall submit a report to CCA in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i. The submission to CCA of this report is a condition precedent to CCA's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the CCA's obligation to make payment of the Final Payment.
 - ii. CCA reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: _____ Date: _____

Project Name: _____ Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value

Add more sheets as needed to include all information for each DVBE

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO _____

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal (“Principal”),
and _____ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _____
and authorized to do business as a surety in the State of California, are held and firmly bound unto
the California Construction Authority (“CCA”) of Sacramento County, State of California as
Obligee, in the sum of

_____ (\$ _____)
lawful money of the United States of America, for the payment of which sum well and truly to be
made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas Principal has submitted a bid
to CCA for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to Principal for
signature, enters into a written contract, in the prescribed form in accordance with the bid, and files
two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor
and materials as required by law, and meets all other conditions to the contract between the
Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save
harmless the Obligee from any damage sustained by the Obligee through failure of the Principal
to enter into the written contract and to file the required performance and labor and material bonds,
and to meet all other conditions to the Contract between the Principal and the Obligee becoming
effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force
and effect. The full payment of the sum stated above shall be due immediately if Principal fails to
execute the Contract within seven (7) days of the date of CCA's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or the call for bids, or to the work to be performed
thereunder, or the specifications accompanying the same, shall in any way affect its obligation
under this bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

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

Amador Resiliency Commercial Kitchen

Project No. 026-23-088

If CCA awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

PAYMENT BOND

Contractor's Labor & Material Bond (100% of Contract Price)

To be filled out after project is awarded

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the California Construction Authority ("CCA") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS (\$ _____),
lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall

Amador Resiliency Commercial Kitchen

Project No. 026-23-088

in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PERFORMANCE BOND

(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

To be filled out after project is awarded

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of California Construction Authority (“CCA”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: Amador County Fairground Project No. 026-23-088) which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ (“Surety”) are held and firmly bound unto the Board of the CCA in the penal sum of: _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the CCA all damages the CCA incurs as a result of the Principal’s failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless CCA, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety’s obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect CCA from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue

so long as any obligation of Contractor remains. Nothing herein shall limit CCA's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) ____-____ **Fax No.:** (____) ____-____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name and Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

APPRENTICESHIP COMPLIANCE

CERTIFICATE OF COMPLIANCE: GENERAL CONTRACTOR

To: California Construction Authority (CAA):

The undersigned and the following subcontractor(s) performing any work of an apprenticeable craft will utilize the identified registered apprenticeship program(s) approved by the State Division of Apprenticeship Standards, each of which has graduated apprentices annually for at least the past five (5) years, has approval and agreement to train apprentices from said apprenticeship program. *This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards has approved an apprenticeship program.*

Subcontractor Name	License No.	Full Name and Address of Apprenticeship Program

The undersigned further acknowledges that failure to comply with this document will require that the Contractor shall substitute at its own expense subcontractor(s) that meet said requirements, and agrees to pay CCA's attorneys' fees, if any, incurred to enforce said requirements.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Certificate of Compliance is true and correct.

Date: _____
Proper Name of **Contractor**: _____
Signature: _____
Print Name: _____
Title: _____

**** Attach all supporting documentation for compliance ****

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- o 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

- o 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- o 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the CCA has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the CCA is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

DARFUR CONTRACTING ACT CERTIFICATION
(Public Contract Code § 10478)

Pursuant to Public Contract Code Section 10478, if a Respondent or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a Bid Response, please complete only one of the following three paragraphs (via initials for Paragraph #1, or Paragraph #2, or via initials and certification for Paragraph #3):

- #1 _____ We do not currently have, or we have not had within the previous three
 Initials (3) years, business activities or other operations outside of the United States.
- OR**
- #2 _____ We are a scrutinized company as defined in Public Contract Code, Section
 Initials 10476, but we have received written permission from the California
 Construction Authority (CCA) to submit a RFP Response or proposal
 pursuant to Public Contract Code section 10477(b). A copy of the written
 permission from CCA is included with our RFP Response or proposal.
- OR**
- #3 _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States, but we
 certify below that we are not a scrutinized company as defined in Public
 Contract Code section 10476.

CERTIFICATION (Only complete if you selected Option #3 on the previous page)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/Respondent to the clause listed in #3 above. This certification is made under the laws of the State of California.

<i>Proposer/Respondent Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Your bid or proposal will be disqualified unless your bid or proposal includes this form with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO CCA THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

o **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

o **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

o **Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and CCA Board Policies, all Fair sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in Fair property.

I acknowledge and certify under penalty of perjury that I am aware of the CCA's policy regarding tobacco-free environments at Fair sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The CCA also prohibits electronic cigarettes, "vaping" or similar product uses on Fair sites.

o **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for CCA. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the CCA's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the CCA.

The Contractor must immediately notify the CCA within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires

removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the CCA if any work may result in the disturbance of lead-containing building materials.

o **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the CCA, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the Fair. All buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Because it is assumed by the CCA that all painted surfaces (interior as well as exterior) within the Fair contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the CCA if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the CCA. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

- (i) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(ii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the CCA, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any site within the Fair.

The Contractor shall provide the CCA with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The CCA may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the Fair's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

o **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements for a Phase I environmental assessment acceptable to the State of California Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

o **Contractor Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [Your Name], _____ [Firm Name]
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [Your Name], _____ [Firm Name]
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Your Name], _____ [Firm Name]
have the following financial relationships with an architect, engineer, consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- o The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty-one thousand dollars (\$21,000) or less.

Amador Resiliency Commercial Kitchen

Project No. 026-23-088

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WARRANTY AND GUARANTEE FORM
To be filled out after project is awarded

1. _____ ("Contractor")
hereby agrees that the _____ ("Work" of Contractor)

which Contractor has installed for the California Construction Authority ("CCA") **Amador Resiliency Commercial Kitchen Project at the Amador County Fairground** was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents, see below.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement as outlined in Section 12610 of this document from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is **Jun 30, 2025**.
3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by CCA, but not later than **SEVEN (7)** calendar days after being notified in writing by CCA, Contractor authorizes CCA to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. **Representatives to be contacted for service subject to the terms of Contract:**

NAME: _____

ADDRESS: _____

PHONE NO.: _____ EMAIL.: _____

Contractor Proper Name: _____

Signature: _____

Title: _____ Date: _____

APPENDIX A - PROJECT SITE INFORMATION

APPENDIX B – CONSTRUCTION PLANS AND SPECIFICATIONS

**Construction Plans
by 19.6**

APPENDIX C – GENERAL CONDITIONS