



101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
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www.LGVSD.org

MANAGEMENT TEAM
General Manager, Curtis Paxton
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Craig K. Murray
Barry Nitzberg
Gary E. Robards
Crystal J. Yezman

CONTRACT DOCUMENTS
REQUEST FOR INFORMAL BIDS
(UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT)

Bid Item: Center Pivot No. 4 Replacement (Job Number 25580-02)

Description: Replacement of existing 825'-diameter Center Pivot No. 4 irrigation system and ancillary components.

Bid Opening Time, Date & Location: **11:00 AM, September 16, 2024**
101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Contents:

- Acknowledgement (page 3)
- Notice Inviting Informal Bids (p. 5)
- Instruction to Bidders (p. 7)
- Bidder's Checklist: (p. 11)
 - Proposal and Bid Schedule (p. 13)
 - Bid Bond (p. 17)
 - Non-Collusion Affidavit (p. 19)
 - Statement of Compliance (p. 21)
 - Hazardous & Toxic Substances Disclosure Requirements
 - Bidder's Signature Page (p. 25)
- Contractor Agreement (p. 27)
 - General Conditions (p. 36)
 - Performance Bond (p. 123)
 - Payment/Labor and Materials Bond (p. 125)
 - 2-Year Maintenance Bond (p. 127)
- Technical Specifications (Not Used)
- As-Built Drawings & Reference Photo (p. 130)



Pursuant to UPCCAA procedures, interested bidders must be prequalified by the District prior to submitting an informal bid for projects under \$200,000 such as this Project. Failure to do so will disqualify the bidder. If you would like your company prequalified, please complete and sign a Contractor's Pre-Qualification Application available at <https://www.lgvsd.org/upccaa-contractor-pre-qualifications> and submit to the District before the bid opening shown above.

Responses to this invitation from prequalified bidders must be received by District no later than the date and time and at the place shown above for consideration. Electronic copies are acceptable if followed by a phone call to the District at 415-472-1734 confirming receipt prior to the bid opening time. Email to: Michael P. Cortez at mcortez@lgvsd.org and cc: Irene Huang at ihuang@lgvsd.org.

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ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THE CONTRACT DOCUMENTS MUST BE RECEIVED BY THE DISTRICT IN ORDER FOR YOU TO RECEIVE ADDENDUMS (i.e., updates or changes to the Contract Documents). PLEASE COMPLETE BELOW AND FAX TO 415-499-7715, OR EMAIL TO pquinn@lgvsd.org IMMEDIATELY UPON RECEIPT OF THIS PACKET so that you will receive any changes or updates as they occur. If we do not receive this form from you, any updates or changes that you do not receive are not the responsibility of the District.

Bid Item: **CENTER PIVOT NO. 4 REPLACEMENT**

Date Received: _____

Recipient: _____ (BIDDER)

_____ (ADDRESS)

_____ (PHONE)

_____ (FAX)

_____ (EMAIL)

Printed Name

Signature

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LAS GALLINAS VALLEY SANITARY DISTRICT
101 Lucas Valley Road, Suite 300
San Rafael, California 94903

NOTICE INVITING INFORMAL BIDS

1. The Las Gallinas Valley Sanitary District hereby invites informal bids for the **CENTER PIVOT NO. 4 REPLACEMENT** Project, in accordance with the Uniform Public Construction Cost Accounting Act (UPCCAA) Procedures and other applicable law, and the following:
2. All bids must be delivered to the **Las Gallinas Valley Sanitary District administrative office located at 101 Lucas Valley Rd, Suite 300, San Rafael, California 94903** on or before **11:00 AM, September 16, 2024**. Bids will be announced and read publicly at that time. Bids must be made on the bid forms included in the bid package. Bids that are submitted late according to the official time kept by the District Engineer or a designee will be rejected. Bids that are incomplete or that otherwise do not conform to the requirements specified in the bid package may be deemed non-responsive. Electronic copies are acceptable if followed by a phone call to the District at 415-472-1734 confirming receipt prior to the bid opening time. Email to: Michael P. Cortez at mcortez@lgvsd.org and cc: Irene Huang at ihuang@lgvsd.org no later than the date and time shown above for consideration.
3. Pursuant to UPCCAA procedures, interested bidders must be prequalified by the District prior to submitting an informal bid for projects under \$200,000 such as this Project. Failure to do so will disqualify the bidder. If you would like your company prequalified, please complete and sign a Contractor's Pre-Qualification Application available at <https://www.lgvsd.org/upccaa-contractor-pre-qualifications> and submit to the District before the bid opening shown above.
4. A pre-bid meeting is scheduled for **September 3, 2024 at 1:00PM, 101 Lucas Valley Rd, Suite 300, San Rafael, California 94903**. The pre-bid meeting is **non-mandatory**. Special site visits may be scheduled 24 hours in advance a minimum of five (5) working days before bid opening.
5. Questions regarding the bid package should be directed in writing as soon as possible (but no later than five (5) working days prior to the opening of bids to: Michael P. Cortez, PE at mcortez@lgvsd.org and Irene Huang, PE at ihuang@lgvsd.org or 415-472-1734. Where appropriate, the District may respond to such questions by addenda transmitted to all bid package recipients.
6. The Project Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner the construction of the **CENTER PIVOT NO. 4 REPLACEMENT** Project as shown in the Project Technical Specifications and Drawings and in accordance with the Contract Documents within **60 calendar days** of the Project commencement date specified in the Notice to Proceed for the Project. The Engineer's estimate is **\$175,000**.
7. SCOPE OF WORK. The Project work is generally described as:
 - a. Replacement of existing 825'-diameter Center Pivot No. 4 irrigation system and ancillary components.
 - b. Startup and testing.
8. All the project work shall be completed in accordance with the bid packages on file at the District. Complete bid packages may be obtained at <https://www.lgvsd.org/call-for-bids> or **Engineering Department, Las Gallinas Valley Sanitary District, 101 Lucas Valley Road, Suite 300, San Rafael, California 94903**.
9. In accordance with California Business and Professions Code Section 7028.15, all Project work must be

performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening.

10. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the project is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the project is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the District Engineer's Office and will be made available on request. A copy of said wage rates is available online at www.dir.ca.gov/DLSR/PWD. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
11. All bids will remain valid for sixty (60) calendar days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the sixty (60) day period after the bid opening.

Las Gallinas Valley Sanitary District

By: /s/ Michael P. Cortez
Michael P. Cortez, PE, District Engineer

Date: August 19, 2024

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

The following words, terms and phrases, when used in this document, shall have the following meaning:

Bidder means the individual, firm, partnership or corporation offering a bid in response to this Notice Inviting Informal Bids. The terms Contractor and seller are synonymous with Contractor or seller.

District means the Las Gallinas Valley Sanitary District and its authorized agents. The terms owner or buyer are synonymous with District.

Contractor means the individual, firm, partnership or corporation to whom a contract or purchase order is awarded as a result of this Notice Inviting Informal Bids.

Bid forms. The bid forms are the forms contained in the Contract Documents.

The **Project** is the CENTER PIVOT NO. 4 REPLACEMENT as described in the Technical Specifications and Drawings.

The **Technical Specifications** provide detailed requirements concerning the Project and are contained in the Contract Documents.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the Contract Documents and the bid is in accordance with all of the requirements of the Contract Documents and applicable law.
- 2.2 Neither the bidder nor any subcontractor is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.

3. AWARD

- 3.1 In accordance with applicable law, the District reserves the right to reject any or all bids and to waive any informality in any bid. The District reserves the right to accept any portion of any bid, unless the Contract Documents expressly provides that the award will be made as a whole. If the District elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20803 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the additive or deductive alternate items listed in the Notice Inviting Informal Bids. In accordance with the Contract Documents and other applicable law, the District may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 3.2 The successful bidder must submit to the District complete, executed copies of all documents within seven (7) calendar days of receiving written Notice of Award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the District.

3.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have a valid local business license(s), as applicable, before commencing work on the Project.

4. TAXES

The successful bidder shall pay the State of California sales tax to the California State Board of Equalization, if any, when due and payable.

5. ASSIGNMENT

Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the District. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

6. PRICING

Prices must be submitted on a firm, fixed price basis. Unit prices are to be extended and a total price shown on all bids. If unit prices and extensions thereof do not coincide, the District will assume the price most favorable to the District to be the correct price. Bids not prepared properly may not be considered for evaluation. If Bidder wishes to quote lower unit prices for the award of groups of items, Bidder may do so as an alternate to Bidder's base bid. If applicable, Bidder is to include impact to pricing for quantity additions and/or deletions.

7. DELIVERY CHARGES

Delivery to be FOB San Rafael Freight Prepaid unless indicated differently. Contractor to show freight charges (if not included in price) on bid form as part of bid. Freight cannot be added after the bid is opened. Earliest delivery time that can be accomplished should be shown as delivery time may be a factor in awarding bid.

8. PRODUCTS

All products offered, unless otherwise specified, must be new and of the latest design and production. It must be complete, ready to use or operate with all the normal and usual features and capabilities.

The District shall consider the Contractor to have not completed his obligations until all literature (operators manual, instructions, service manuals, parts manuals, owner manual) that is normally provided with the product or has been requested in the bid has been received.

9. INSURANCE (See GENERAL CONDITIONS OF THE CONTRACTOR AGREEMENT)

10. INSPECTION & TESTING

The District reserves the right to test or inspect proposed bid items in order to determine the lowest responsive bidder.

11. WARRANTIES

Guarantees and warranties (if any) should be attached as a part of the bid as they may be a consideration in determining the lowest responsible bidder and in awarding a bid or contract.

12. IDENTICAL BIDS

In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the Bidders at the discretion of the District.

13. AMBIGUITY IN BID

Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the District.

14. ADDITIONAL INFORMATION

All Bidders must be prepared to, at the request of the District, furnish, within ten working days of the request, additional information as may be sought so that the District can determine responsiveness.

15. TERMS OF PAYMENT

Bidder shall clearly state the proposed terms of payment, if different from the District's preference. The District's preferred term of payment is Net 30 days. Discount terms will be accepted. Progress payments will be considered if tied to specific milestones.

16. PUBLIC INFORMATION

All bids, documents, correspondence and material submitted to the District are considered public information and, as such, are subject to viewing and copying by the general public.

17. BIDDER TERMS

Other terms or conditions prepared by Bidder may or may not be considered by the District in awarding the bid. The District reserves the right to accept or reject any Bidder's proposed terms and conditions or any part thereof.

18. COLLUSION

Submission of a signed bid shall constitute certification by the Bidder that their bid is being submitted without collusion or agreement with any competitor.

19. THE DISTRICT'S RIGHTS

The District reserves the right to reject any or all bids, to waive minor irregularities and/or formalities as determined by the District, to award the bid by item or groups of items or in total, and/or to award the bid in the manner most advantageous to the District. The District reserves the right to, at its discretion, purchase additional units, within a reasonable time, at the bid unit price, upon concurrence of the bidder.

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BIDDER'S CHECKLIST

Name of Bidder: _____
(Contractor's Legal Name)

Did You:

- _____ Send a properly completed Acknowledgement form immediately after receiving the Contract Documents and before bid opening.
- _____ Include with your bid the following properly completed, accurate copies of the following documents in the following order using the forms included in the Contract Documents:
 - _____ Bidder's Check List
 - _____ Proposal and Bid Schedule
 - _____ Acknowledgement of each addendum issued by the District, if any, with signed and dated acknowledgement page.
 - _____ Executed Bid Bond
 - _____ Non-Collusion Affidavit
 - _____ Statement of Compliance
 - _____ Hazardous and Toxic Substances Disclosure Requirements
 - _____ Executed Bidder's Signature Page
- _____ Arrange to have the bid delivered to the Las Gallinas Valley Sanitary District offices at 101 Lucas Valley Rd, Suite 300, California 94903, or emailed to: Michael P. Cortez at mcortez@lgsd.org and cc: Irene Huang at ihuang@lgsd.org, before the time and day specified on the Notice Inviting Informal Bids.

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PROPOSAL AND BID SCHEDULE

TO THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT:

Pursuant to the Notice Inviting Informal Bids for the CENTER PIVOT NO. 4 REPLACEMENT, the person signing the bidder's signature page contained in this proposal binds the entity listed on the bidder's signature page to submit complete, executed copy of the CONTRACTOR AGREEMENT within seven (7) calendar days of receiving written Notice of Award of the Project, and to fully perform the Project by the time for completion specified in the Contract Documents for the price specified in the bid schedule below in accordance with the terms of the Contract Documents and applicable law. This proposal cover page and bid schedule will be included as part of the CONTRACTOR AGREEMENT in accordance with the Contract Documents.

This bid includes properly completed, accurate copies of all of the documents listed in the Bidder's Check List included in the Contract Documents in the order listed in the Bidder's Check List and using the forms included in the Contract Documents. This bid includes copies of each of the following addenda issued by the District. Each addendum has been signed and dated to confirm receipt on behalf of the entity listed on the bidder's signature page.

Addendum No. 1 dated _____	Addendum No. 2 dated _____
Addendum No. 3 dated _____	Addendum No. 4 dated _____
Addendum No. 5 dated _____	Addendum No. 6 dated _____

SCHEDULE OF LUMP SUM BID ITEMS: (Lump Sum Bid Items 1-3):

1. Mobilization, Demobilization, and General Conditions: Lump sum price for preparatory work and operations and establishment of other facilities necessary to work on the Project, including but not limited to labor compliance, prevailing wage compliance, all General Conditions requirements, demobilization, cleanup, and surface restoration to the satisfaction of the District at the completion of the Project.

Lump Sum Price: \$ _____

(In figures)

2. Furnish and install Center Pivot No. 4 irrigation system package, complete in place, including but not limited to freight, all applicable taxes, and labor, and the following:
 - a. Heavy Duty Tower Assembly (Reinke Tower 3-Wheel Rigid EII, or equal)
 - b. Pivot Center (Reinke, or equal)
 - c. Piping spans and trussing support (Reinke, or equal)
 - d. End Boom (~50' Reinke, or equal) with 5 HP booster pump.
 - e. Up to ten sprinkler hose booms (Boombacs, or equal), one on each side of each tower.
 - f. Low drift nozzles (Senninger, or equal)
 - g. Touch screen panel with enclosure (Reinke, or equal)
 - h. 8" flowmeter programmed with the touch screen panel.
 - i. Seven ¾" electric valves (XCAD, or equal), including wiring and fittings, programmed with the touch screen panel.
 - j. Other components necessary to ensure a functional system.
 - k. Supply Line Modifications:
 - i. Removal of existing tee, butterfly valve, solenoid valve, miscellaneous piping and fittings.
 - ii. Addition of 10" spacer flanges.
 - iii. Reinstallation of existing 10" tee, butterfly valve, and reducing spool.
 - iv. Addition of new gear operated electric 8" butterfly valve, new 8" pipe, and 8" dresser coupling.
 - l. Sheeting, Shoring, Bracing: The cost for planning, design, engineering fees, labor, materials, equipment, furnishing and constructing, and removal and disposal of such sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation for all project sites in accordance with the requirements of OSHA and applicable safety orders, pursuant to the provisions Section 6707 of the California Labor Code.

Lump Sum Price: \$ _____

(In figures)

3. Demolition and disposal of the existing Center Pivot No. 4 irrigation system package and ancillary components (select **one** of the two options below).

a. Add (if no trade-in value): \$ _____, **or**
(In figures)

b. Deduct (if disposing and with higher trade-in value): \$ _____
(In figures)

TOTAL BASE BID, BASIS OF AWARD (SUM OF BID ITEMS 1-3):

\$ _____
(In figures)

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BID BOND

(NOTE: Bidders must use this form, or use of any other bid bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship /corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the Las Gallinas Valley Sanitary District, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ (\$ _____) 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 the PRINCIPAL has submitted the accompanying proposal dated _____, _____ to the OBLIGEE, for the CENTER PIVOT NO. 4 REPLACEMENT.

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the CENTER PIVOT NO. 4 REPLACEMENT, is awarded to the PRINCIPAL and shall, within seven (7) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the Contract Documents issued by the OBLIGEE concerning the CENTER PIVOT NO. 4 REPLACEMENT; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the Contract Documents issued by the OBLIGEE concerning the CENTER PIVOT NO. 4 REPLACEMENT, for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the Contract Documents issued by the OBLIGEE concerning the CENTER PIVOT NO. 4 REPLACEMENT, or, in the event of withdrawal of the accompanying proposal within the sixty (60) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the Contract Documents issued by the OBLIGEE for the CENTER PIVOT NO. 4 REPLACEMENT, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the CENTER PIVOT NO. 4 REPLACEMENT and if the said 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 or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the Contract Documents issued by the OBLIGEE concerning the CENTER PIVOT NO. 4 REPLACEMENT, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract for the CENTER PIVOT NO. 4 REPLACEMENT, or to the specifications included in the same, or to the work to be performed there under, or to the notice to bidders, or to any other documents concerning the CENTER PIVOT NO. 4 REPLACEMENT, shall in anywise affect SURETY's

obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____

By _____

(Acknowledgement)

Title _____

(Corporate Seal)

SURETY _____

By _____
(Attorney-in-fact)

(Acknowledgement)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
)
COUNTY OF _____)

_____, 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 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.

Signature of Bidder

(Acknowledgement)
Subscribed and sworn before me by _____, this _____
day of _____, _____.

(SEAL) _____
Notary Public

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STATEMENT OF COMPLIANCE

Bidder shall read all attachments and instructions carefully. Failure to completely become familiar with all attachments and notes will not be deemed just cause for claims or errors.

Any EXCEPTIONS to specifications, individual data sheets, drawings, terms and conditions or any other documents forming part of this Notice Inviting Informal Bids must be clearly defined and set forth in Bidder's response on this form. To be considered for an award, the Bidder must certify to either A or B below and explain exceptions, if any, on this form (and attachments, if needed).

A. This bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this Invitation to Bid with NO EXCEPTIONS."

*** OR ***

B. "This bid is in exact accordance with the specifications, drawings terms and conditions and other requirements of this Notice Inviting Informal Bids with the EXCEPTIONS listed below:" (List the number of the specification excepted and in detail explain the exception. Add additional pages if necessary.)

Paragraph/Specification Section and details of exception:

1. _____
2. _____
3. _____

Bidder's Signature

Bidder's Trade Name (Company, Individual, etc.)

Date Signed

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HAZARDOUS AND TOXIC SUBSTANCES DISCLOSURE REQUIREMENTS

The Occupational Safety and Health Act (OSHA) of 1970, and OSHA regulation 29 CFR 1910.1200 contain hazardous and toxic substances reporting requirements. CONTRACTOR shall be required to provide the following documents, as applicable, to DISTRICT at the time of the purchase order award, if possible, but not later than ten (30) days thereafter. A copy of the Material Safety Data Sheet, Form OSHA-20 or equivalent, must accompany each shipment of hazardous or toxic substances to the DISTRICT. The following documents may be required for more than one item within the purchase order.

Material Safety Data Sheet, Form OSHA-20

The Material Safety Data Sheet, Form OSHA-20 or equivalent, is required for each material containing a chemical substance which: (i) is regulated by any Federal law or rule, (ii) is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances, (iii) testing has yielded positive evidence of an acute or chronic health hazard, or (iv) has a Material Safety Data Sheet available to the CONTRACTOR indicating that the material may pose a hazard to human health.

CONTRACTOR may alternatively submit a disclaimer statement set forth below:

HAZARDOUS AND TOXIC SUBSTANCES DISCLAIMER

The CONTRACTOR hereby swears or affirms that the material furnished on this purchase order does not, to its best knowledge, contain any toxic substances or harmful physical agents as defined under 29 CFR 1910-1200. In the event CONTRACTOR discovers that such hazardous and toxic substances or agents are to be supplied, an appropriate Material Safety Data Sheet, Form OSHA-20 or equivalent, shall be immediately supplied to the DISTRICT.

Bidder's Signature

Date Signed

Bidder's Trade Name (Company, Individual, etc.)

Non-compliance

CONTRACTOR assumes all responsibility for its failure to supply DISTRICT a completed Material Safety Data Sheet, Form OSHA-20 or equivalent, or a CONTRACTOR Disclaimer Statement, as applicable.

Change Orders

Change orders which increase or decrease quantities or cancel items do not require the CONTRACTOR to submit additional Material Safety Sheets, Form OSHA-20 or equivalent or Disclaimer Statements. However, CONTRACTOR shall submit a new Material Safety Data Sheet, Form OSHA-20 or equivalent, or a new Disclaimer Statement for all items which are revised or added by a change order within ten (10) days after receipt of the change order unless waived in writing by the DISTRICT.

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BIDDER’S SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the CENTER PIVOT NO. 4 REPLACEMENT, which information includes, but is not limited to, the Bidder’s Check List, Proposal and Bid Schedule, Acknowledgement of Bid Addenda, Bid Bond, Non-Collusion Affidavit, Statement of Compliance, and Hazardous and Toxic Substances Disclosure Requirements are accurate, true and correct, and are submitted in accordance with the requirements of the Contract Documents issued by the Las Gallinas Valley Sanitary District concerning the CENTER PIVOT NO. 4 REPLACEMENT, and applicable law. By my signature on this proposal I further certify that I am legally authorized to bind the bidder in accordance with the requirements of the Contract Documents.

Date: _____

Typed or Printed Name: _____

Signature: _____

Bidder: _____

Bidder Business Address (Street, City, State and Zip Code)

Bidder Business Phone No.: _____

Bidder Business Fax No.: _____

Bidder Email Address: _____

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CONTRACTOR AGREEMENT (THE ATTACHED FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AFTER THE AWARD OF A CONTRACT BY THE DISTRICT.)

TECHNICAL SPECIFICATIONS (Not Used)

AS-BUILT DRAWINGS & REFERENCE PHOTO