
January 9, 2023

Via Hand Delivery

City of Fortuna
Fortuna City Hall
621 11th Street
Fortuna, CA 95540

City Clerk
City of Fortuna
621 11th Street
Fortuna, CA 95540
Attn: Brendan Byrd

RE: Bid Protest

Project: Police Facility Remodel Project

Your Contract No.: CIP No. 9104

Protest of Bid Submitted by: Sequoia Specialties Inc, dba Sequoia Construction Specialties

Bid Protested by: Adams Commercial General Contracting, Inc., 217 E. Street, Eureka, CA 95501, info@acgcinc.com 707-443-600

Dear City of Fortuna and Mr. Byrd:

This law firm represents Adams Commercial General Contracting, Inc. (“Adams”), which submitted the second lowest bid on the Police Facility Remodel Project (“Project”). We understand that Sequoia Specialties Inc, dba Sequoia Construction Specialties (“Sequoia”) submitted the lowest bid. However, Sequoia’s bid listed proposed subcontractor Jagimo Construction Inc., dba J&G Lawn & Garden (“Jagimo”). Jagimo is not a registered with the Department of Industrial Relations (“DIR”) as required by the bid documents and law. Accordingly, Sequoia’s bid should not be considered. The Project should be awarded to Adams, whose bid was responsive.

Specifically, Jagimo’s registration expired in July 2021, as according to the DIR’s records enclosed as **Exhibit A**. Sequoia’s errant listing of Jagimo was clearly not inadvertent given that the registration expired more than a year and a half ago. Further analysis follows.

A. The Bid Procurement Documents Require the Bidder and Its Subcontractors to be Registered with the DIR; The Contract Will Require the Same

The bid procurement documents clearly required all bidders and their subcontractors to be registered with the DIR. For example, the enclosed excerpts from the Notice Inviting Bids stated in part:



9. **Subcontractor List.** *Each Subcontractor must be registered with the DIR to perform work on public projects.* Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, *DIR registration number*, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

In addition, the Instructions to Bidders stated in part:

- 1.2 **DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, *City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5.* If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

...

- 10.1 ... Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, *provided it is corrected within 24 hours of the bid opening* or as otherwise provided under Labor Code § 1771.1(b).

(Bold original; italics and underlining added.)

Confirming these requirements, the Subcontractor List, also enclosed, contained a column for bidders to list the DIR registration of their subcontractors.

Further, the enclosed draft contract was included with the bid procurement documents. The draft contract required among other things:

- 7.3 **DIR Registration.** *City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.*

As a result, there is no reasonable question that the bid procurement documents required all contractors and listed subcontractors to be registered with the DIR.

B. The DIR-Registration was Required by Law

As cited within the bid procurement documents, the enclosed law requires that subcontractors listed on bid proposals be registered with the DIR. (Lab. Code, secs. 1725.5; 1771.1.) While exceptions exist pursuant to Labor Code section 1771.1(c) and Public Contract Code section 4104(a)(2), none apply to Jagimo and Sequoia, as discussed below.

C. Sequoia's Bid Was Nonresponsive Because it Failed to Include the Required DIR-Registered Subcontractor

According to Sequoia's enclosed bid, Sequoia listed as its landscaping subcontractor J&G Lawn, CSLB license number 992972, DIR registration number 1000053820. The CSLB license and DIR registration inform that J&G Lawn identifies Jagimo. Sequoia's bid acknowledged that Jagimo would perform work of approximately 2% of Sequoia's total contract price, requiring it to be listed and registered with the DIR.

However, according to the DIR's enclosed records, Jagimo's DIR registration expired on June 30, 2021. This error is not curable according to Labor Code section 1771.1(c) and Public Contract Code section 4104(a)(2). First, the error was not inadvertent. Despite the DIR-registration expiring over a year ago without any apparent attempt to renew, Jagimo's DIR registration number was listed as if it was still valid.

Second, the error can be deemed inadvertent only if certain conditions apply, as detailed by Labor Code section 1771.1(c) and Public Contract Code section 4104(a)(2). None apply. The enclosed records from the DIR were obtained more than 24 hours after the bids were opened, and they reflect that Jagimo's DIR registration remains expired. A substitution pursuant to Public Contracts Code section 4107 implicates Jagimo's property rights and entitles it to dispute the substitution; which is not a meaningful remedy where the issue is discovered now before the contract is awarded, and where it exposes the City to litigation and/or increased pricing.

Therefore, Sequoia's bid was nonresponsive because Jagimo is not a DIR-registered subcontractor. The error cannot be cured.

D. Adams is a Responsible Bidder who Submitted a Responsive Bid

Public owners have a statutory obligation to award the contract to the "lowest responsible bidder." (Pub. Contract Code §§ 10180, 20162, 20672, 10185; *Universal By-Products, Inc. v. City of Modesto* (1974) 43 Cal.App.3d 145, 152). The lowest responsible bidder is the bidder whose bid is the lowest monetary bid, who responds to the requirements of the proposed work, and who is financially responsible and qualified to do the work. (*City of Inglewood-Los Angeles County Civic Ctr. Authority v. Sup. Ct.*, (1972) 7 Cal.3d 861; *Associated Builders & Contractors v. San Francisco Airports Commission*, (1999) 21 Cal.4th 352, 366.)

Bids must be responsive to be accepted. “A bid is responsive if it promises to do what the bidding instructions require.” (*DeSilva Gates Construction, LP v. Department of Transportation* (2015) 242 Cal.App.4th 1409, 1417.) As part of a responsive bid, “bidders on public construction contracts must list subcontractors who will provide work above a certain threshold amount.” (*Id.*)

It is clear that Adams was a responsible bidder who submitted the enclosed responsive bid. According to the summary of bids prepared by the City, it was the second lowest bidder after Sequoia.

E. Adams Should be Awarded the Contract

Sequoia’s bid was the lowest, but it was nonresponsive because it failed to satisfy the requirements of the bid procurement documents and applicable law. The error was not cured within 24 hours of bid opening, meaning it cannot be cured. Sequoia’s bid should not be considered. On the other hand, Adams submitted the second lowest bid. It is a responsible bidder and its bid was responsive. Adams should be awarded the contract for the Project.

Thank you for your attention to this matter.

Best Regards,
SWEENEY MASON LLP



M. JONATHAN ROBB, JR.

MJR:

Enclosures

CC: Brendan Byrd, City of Fortuna (*via email to bbyrd@ci.fortuna.ca.us*)
Merritt Perry, City of Fortuna (*via email to mperry@ci.fortuna.ca.us*)
Casey Day, City of Fortuna (*via email to cday@ci.fortuna.ca.us*)
Brian Pritchard, President of Sequoia Construction Specialties (*via email to brian@sequoiaconst.com*)
Becky Pritchard, Secretary of Sequoia Construction Specialties (*via email to becky@sequoiaconst.com*)

EXHIBIT A

Contractor Information

Legal Entity Name
 JAGIMO CORPORATION INC

Legal Entity Type
 Corporation

Status
 Expired

Registration Number
 1000053820

Registration effective date
 6/14/2018

Registration expiration date
 6/30/2019

Mailing Address
 P O BOX 362 FORTUNA 95540 CA United States ...

Physical Address
 4798 HWY 36 HYDESVILLE 95547 CA United Sta...

Email Address

Trade Name/DBA
 J & G LAWN & GARDEN

License Number(s)
 CSLB:992972

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
11/10/2017	6/30/2018
7/1/2019	6/30/2020
7/1/2020	6/30/2021

Legal Entity Information

Corporation Number:
 992972

Federal Employment Identification Number:

President Name:
 JACOB R MORSS

Vice President Name:

Treasurer Name:

Secretary Name:
 GIGI MORSS

CEO Name:
 JACOB R MORSS

Agent of Service Name:
 JACOB R MORSS

Agent of Service Mailing Address:
 256 CHURCH LANE CARLOTTA 95528 CA United States of America

Workers Compensation

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

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:JAGIMO CORPORATION INC**Insurance Carrier:** WILLIAMSBURG NATIONAL INSURANCE COMPANY**Policy Number:**WCMWIL516333000
Inception date:4/1/2019**Expiration Date:**4/1/2020

Contractor Information

Legal Entity Name
 JAGIMO CORPORATION INC
Legal Entity Type
 Corporation
Status
 Expired
Registration Number
 1000053820
Registration effective date
 11/10/2017
Registration expiration date
 6/30/2018
Mailing Address
 P O BOX 362 FORTUNA 95540 CA United States ...
Physical Address
 4798 HWY 36 HYDESVILLE 95547 CA United Sta...
Email Address
Trade Name/DBA
 J & G LAWN & GARDEN
License Number(s)
 CSLB:992972

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
11/10/2017	6/30/2018
7/1/2019	6/30/2020
7/1/2020	6/30/2021

Legal Entity Information

Corporation Number:

992972

Federal Employment Identification Number:

President Name:

JACOB R MORSS

Vice President Name:

Treasurer Name:

Secretary Name:

GIGI MORSS

CEO Name:

JACOB R MORSS

Agent of Service Name:

JACOB R MORSS

Agent of Service Mailing Address:

256 CHURCH LANE CARLOTTA 95528 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:JAGIMO CORPORATION INC**Insurance Carrier:**

INSURANCE COMPANY OF THE WEST**Policy Number:**WSA 5036355 01**Inception date:**

4/1/2018**Expiration Date:**4/1/2019

Contractor Information

Legal Entity Name
JAGIMO CORPORATION INC

Legal Entity Type
Corporation

Status
Expired

Registration Number
1000053820

Registration effective date
7/1/2019

Registration expiration date
6/30/2020

Mailing Address
P O BOX 362 FORTUNA 95540 CA United States ...

Physical Address
4798 HWY 36 HYDESVILLE 95547 CA United Sta...

Email Address

Trade Name/DBA
J & G LAWN & GARDEN

License Number(s)
CSLB:992972

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
11/10/2017	6/30/2018
7/1/2019	6/30/2020
7/1/2020	6/30/2021

Legal Entity Information

Corporation Number:
992972

Federal Employment Identification Number:

President Name:
JACOB R MORSS

Vice President Name:

Treasurer Name:

Secretary Name:
GIGI MORSS

CEO Name:
JACOB R MORSS

Agent of Service Name:
JACOB R MORSS

Agent of Service Mailing Address:
256 CHURCH LANE CARLOTTA 95528 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

Employer Organization

(PEO)?:

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:JAGIMO CORPORATION INC**Insurance Carrier:**

WILLIAMSBURG NATIONAL INSURANCE COMPANY**Policy Number:**WCMWIL516333000

Inception date:4/1/2019**Expiration Date:**4/1/2020

Contractor Information

Legal Entity Name
JAGIMO CORPORATION INC

Legal Entity Type
Corporation

Status
Expired

Registration Number
1000053820

Registration effective date
7/1/2020

Registration expiration date
6/30/2021

Mailing Address
P O BOX 362 FORTUNA 95540 CA United States ...

Physical Address
4798 HWY 36 HYDESVILLE 95547 CA United Sta...

Email Address

Trade Name/DBA
J & G LAWN & GARDEN

License Number(s)
CSLB:992972
CSLB:992972

Registration History

Effective Date	Expiration Date
6/14/2018	6/30/2019
11/10/2017	6/30/2018
7/1/2019	6/30/2020
7/1/2020	6/30/2021

Legal Entity Information

Agent of Service Name:

JACOB R MORSS

Agent of Service Mailing Address:

256 CHURCH LANE CARLOTTA 95528 CA United States of America

Corporation Number:

992972

Federal Employment Identification Number:

President Name:

JACOB R MORSS

Vice President Name:

Treasurer Name:

Secretary Name:

GIGI MORSS

CEO Name:

JACOB R MORSS

Workers Compensation

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

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name:JAGIMO CORPORATION INC**Insurance Carrier:**

WILLIAMSBURG NATIONAL INSURANCE COMPANY**Policy Number:**WCMWIL516333001

Inception date:4/1/2020**Expiration Date:**4/1/2021

EXHIBIT B

Notice Inviting Bids

1. **Bid Submission.** City of Fortuna ("City") will accept hard-copy bids for its Police Facility Remodel Project ("Project"), by or before December 1, 2022, at 2:00 (PST) P.M., in the manner set forth in Section 1 of the Instructions to Bidders at which time the bids will be opened.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located at 2600 Newburg Dr, Fortuna CA 95540, and is described as follows:

The City has been using the former Eureka Physical Therapy building as an interim worksite for a portion of the City's police department. Prior to the contractor mobilizing to the site, the City will remove all furniture, computers, and other items associated with the temporary work space. The building and project site shall be fully vacant and under the control of the contractor during the duration of the contract. The scope of work generally includes the following, and is encompassed by all items shown on the plans included in the contract documents:

- Demolition and disposal of all items shown on the plans, and necessary to achieve the intent of the remodel;
- Interior remodel of approximately 5,700 square feet of existing building;
- Approximately 1,600 square feet of building additions;
- A new covered entry patio with ADA ramp;
- Fill of basement/pool areas and construction of new interior concrete floor;
- Upgrades to electrical and lighting, plumbing, HVAC, and data systems;
- Procurement and installation of furnishings, cabinetry, countertops, and appliances;
- Installation of a radio tower and foundation;
- Procurement and installation of a prefabricated parking structure;
- Concrete masonry unit fence and two new automatic keypad access gates;
- Removal, salvage, and installation of chain link fencing;
- Asphalt pavement including installing new paved areas (with geotextile and base construction), overlay, and conform grinding;
- Parking lots striping, wheel stops, and bollards;
- New concrete curbs, valley gutter sidewalks, patios, and ADA driveway retrofit;
- Procurement and installation of a generator & automatic transfer switch;
- Low Impact Development (LID) drainage feature and landscaping;
- Coordination with the City's communications, security and radio contractor to facilitate items of work under their contracts with the City.

The following items will not be included in the contract:

- Materials testing;
- Certain radio communications improvements including cable and cable supports, and new antennae's;

- 2.2 **Time for Completion.** In order to mobilize for this Project, up to 2 weeks will be provided from the date when the Notice to Proceed is awarded. The project must be completed by December 31, 2023.

3. License and Registration Requirements.

- 3.1 License.** This Project requires a valid Class B California contractor's license for the following classification(s).
- 3.2 DIR Registration.** City may not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

4. Contract Documents. The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from City's website located at: <http://www.friendlyfortuna.com>.

Contractors are encouraged to contact the City Public Works Department (707-725-1471) to be added to the plan holders list for distribution of any Bid Addendum's or supplemental bidding information.

5. Bid Security. The Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Potential Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, and any other submittals required by the Contract Documents and as specified in the Notice of Potential Award.

6. Prevailing Wage Requirements.

- 6.1 General.** Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
- 6.2 Rates.** These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
- 6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

7. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

8. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

9. Subcontractor List. Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the base bid price) for each Subcontractor that will perform Work or service or

fabricate or install Work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

10. **Bidders' Conference.** A bidders' conference will be held on November 16, 2022 at 2:00 p.m., at 2600 Newburg Road to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is mandatory.
11. **Instructions to Bidders.** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.
12. **Retention Percentage.** The percentage of retention that will be withheld from progress payments is 5%.

Publication Date: October 31, 2022

END OF NOTICE INVITING BIDS

EXHIBIT C

Instructions to Bidders

Each Bid Proposal submitted to City of Fortuna ("City") for its Police Facility Remodel Project ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be signed, sealed and submitted to City, using the form provided in the Contract Documents, by or before the date and time set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Bid Envelope.** The envelope containing the sealed Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Police Facility Remodel Project
CIP No. 9104

City Clerk
621 11th Street
Fortuna, California 95540
Attn: Brendan Byrd

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company]
[street address]
[city, state, zip code]
DIR Registration No: _____

- 1.2 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable,"

“will negotiate,” or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by a completed Subcontractor List and Non-Collusion Declaration using the forms included with the Contract Documents.

3. **Authorization and Execution.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code § 313.
4. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Potential Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; and submit the insurance certificates and endorsements and any other submittals, if any, required by the Contract Documents or the Notice of Potential Award. A Bid Proposal may not be withdrawn for a period of 60 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq.
5. **Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing via email to Brendan Byrd, at bbyrd@ci.fortuna.ca.us with copy to Merritt Perry, at mperry@ci.fortuna.ca.us. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
6. **Pre-Bid Investigation.**
 - 6.1 **General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.
 - 6.2 **Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided “For Reference Only,” e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code § 1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 4, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 4, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during Project construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Any addenda issued prior to the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders should check City's website periodically for any addenda or updates on the Project at: <http://www.friendlyfortuna.com>.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Potential Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at the Fortuna City Hall, 621 11th Street, Fortuna, CA, before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:
- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to

submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 10, a "Working Day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor's DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).

- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.

11. **Reservation of Rights.** City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 60 days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.
12. **Bonds.** Within ten calendar days following City's issuance of the Notice of Potential Award to the apparent low bidder, the bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within 10 days following City's issuance of the Notice of Potential Award. Subcontractors must also obtain a City business license before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated and submit the completed Bid Schedule with its Bid Proposal.
 - 16.1 **Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.

16.2 Estimated Quantities. The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity.

END OF INSTRUCTIONS TO BIDDERS

EXHIBIT D

EXHIBIT E

Contract

This public works contract ("Contract") is entered into by and between City of Fortuna ("City") and _____ ("Contractor"), for work on the Police Facility

Remodel Project

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$ _____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** The Project must be completed by December 31, 2023. By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$500.00 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Department of Public Works
621 11th Street
Fortuna, CA 95540
707-725-1472
Attn: Brendan Byrd
bbyrd@ci.fortuna.ca.us
Copy to: Morgan Crisler
mcrisler@ci.fortuna.ca.us

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Humboldt County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Humboldt County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR: _____
Business Name

s/ _____

Seal:

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

EXHIBIT F



LABOR CODE - LAB

DIVISION 2. EMPLOYMENT REGULATION AND SUPERVISION [200 - 2699.8] (Division 2 enacted by Stats. 1937, Ch. 90.)

PART 7. PUBLIC WORKS AND PUBLIC AGENCIES [1720 - 1964] (Part 7 enacted by Stats. 1937, Ch. 90.)

CHAPTER 1. Public Works [1720 - 1861] (Chapter 1 enacted by Stats. 1937, Ch. 90.)

ARTICLE 1. Scope and Operation [1720 - 1743] (Article 1 enacted by Stats. 1937, Ch. 90.)

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

(Amended by Stats. 2017, Ch. 28, Sec. 15. (SB 96) Effective June 27, 2017.)

EXHIBIT G


[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)
Code: Section: 1771.1.

[Up^](#)
[<< Previous](#)
[Next >>](#)
[cross-reference chaptered bills](#)
[PDF](#) | [Add To My Favorites](#)

Search Phrase:

LABOR CODE - LAB
DIVISION 2. EMPLOYMENT REGULATION AND SUPERVISION [200 - 2699.8] (*Division 2 enacted by Stats. 1937, Ch. 90.*)

PART 7. PUBLIC WORKS AND PUBLIC AGENCIES [1720 - 1964] (*Part 7 enacted by Stats. 1937, Ch. 90.*)

CHAPTER 1. Public Works [1720 - 1861] (*Chapter 1 enacted by Stats. 1937, Ch. 90.*)

ARTICLE 2. Wages [1770 - 1785] (*Article 2 enacted by Stats. 1937, Ch. 90.*)

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered

lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

(Amended by Stats. 2018, Ch. 455, Sec. 2. (SB 877) Effective September 17, 2018.)

EXHIBIT H


[Home](#)
[Bill Information](#)
[California Law](#)
[Publications](#)
[Other Resources](#)
[My Subscriptions](#)
[My Favorites](#)
Code: Section: 4104.

[Up^](#)
[<< Previous](#)
[Next >>](#)
[cross-reference chaptered bills](#)
[PDF](#) | [Add To My Favorites](#)

Search Phrase:

PUBLIC CONTRACT CODE - PCC

DIVISION 2. GENERAL PROVISIONS [1100 - 22355] (*Division 2 enacted by Stats. 1981, Ch. 306.*)

PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9204] (*Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.*)

CHAPTER 4. Subletting and Subcontracting [4100 - 4114]

 (*Chapter 4 added by Stats. 1986, Ch. 195, Sec. 42.1.*)

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(Amended by Stats. 2017, Ch. 28, Sec. 90. (SB 96) Effective June 27, 2017.)

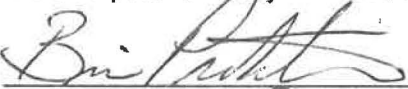
EXHIBIT I

- 4.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
- 4.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
- 4.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 5. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$_____.


A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on December 20th, 2022.

s/ 

Brian Pritchard, President

Name and Title

s/ 

Becky Pritchard, Secretary

Name and Title

[See Section 3 of Instructions to Bidders]

Sequoia Construction Specialties

Company Name

624264 A,B,C-61 Exp 8/31/23

License #, Expiration Date, and Classification

PO Box 6061

Address

1000005439

DIR Registration #

Eureka CA 95502

City, State, Zip

707-442-3596

Phone

Brian Pritchard

Contact Name

brian@sequoiaconst.com

Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	EXTENDED TOTAL AMOUNT
1	Furnish and complete all aspects of the project as shown and described in the contract documents.	1	LS	\$ 2,538,000 ⁰⁰

TOTAL BASE BID: \$ 2,538,000⁰⁰

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: Sequoia Construction Specialties

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price. **If you do not plan on using Subcontractors, please mark this list as "N/A" and include it with your bid package.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK
Site Work	Kernen Const	504091	Arcata CA	1000001810	5%
Shade Structure	Darin Thomsen	736782	Fortuna CA	1000756545	3%
Landscaping	J&G Lawn	992972	Fortuna,CA	1000053820	2%
Insulation	Insulation Pros	1041570	Eureka,CA	1000532808	1/2%
Roofing	Redwood Empire	885019	Fortuna,CA	1000013127	1%
Windows	Redwood Glass	575268	Fortuna,CA	1000013138	1%
Drywall	Primo Drywall	377937	Eureka,CA	1000913103	6%
Painting	Hamanaka Painting	667475	Eureka,CA	1000012103	3 1/2%
Flooring	North Coast Floor	808031	Eureka,CA	1000001324	4 1/2%
Acoustical C.	North Coast Acoustical	463191	Eureka,CA	1000024811	1%
Casework	Shasta Wood Products	642876	Cottonwood,CA	1000009609	4%
Plumbing	Maples Plumbing	74665	Eureka,CA	1000003320	3 1/2%
HVAC	Design Air	952521	Eureka,CA	1000004801	7 1/2%
Electrical	Owsley Electric	1015912	Fortuna,CA	1000044709	10%

END OF SUBCONTRACTOR LIST

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [title] of Sequoia Construction Specialties [business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12/20/22 [date], at Eureka [city], CA [state].

s/  _____

Brian Pritchard, President
Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

Sequoia Specialties, Inc.; DBA: Sequoia Construction Specialties ("Bidder") has submitted a bid, dated December 8th, 2022 ("Bid"), to the City of Fortuna ("City") for work on the Police Facility Remodel Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and Travelers Casually and Surety Company of America, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Ryan Barsanti
Address: 100 California Street, Suite 300
City/State/Zip: San Francisco, CA. 94111
Phone: 415-732-8721
Fax: _____
Email: rbarsant@travelers.com
4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on November 29th, 2022.

SURETY:

Travelers Casualty and Surety Company of America

Business Name

s/ 

Danika L. Mott, Attorney In Fact

Name, Title

November 29th, 2022

Date

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Sequoia Specialties, Inc.; DBA: Sequoia Construction Specialties

Business Name

s/ 

BRIAN PRITCHARD, PRESIDENT

Name, Title

1/5/2023

Date

END OF BID BOND

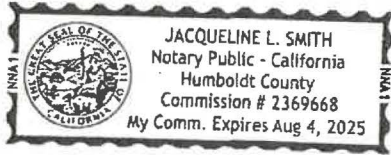
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Humboldt)
On 11/29/22 before me, JACQUELINE L. SMITH, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Danika L. Mott
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

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

- RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is
- FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is
- FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is
- FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

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

Dated this **29th** day of **November**, **2022**




Kevin E. Hughes, Assistant Secretary

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

EXHIBIT J

Bid Proposal

Police Facility Remodel Project

Adams Commercial General Contracting, Inc. ("Bidder") hereby submits this Bid Proposal to City of Fortuna ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price ("Base Bid"):
\$ 2,711,770.00

2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>11/16/2022</u>	#05	<u>12/12/2022</u>
#02	<u>11/23/2022</u>	#06	<u>12/21/2022</u>
#03	<u>12/1/2022</u>	#07	<u>12/28/2022</u>
#04	<u>12/9/2022</u>	#08	<u> </u>

3. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

- 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
- 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
- 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
- 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.
- 3.5 **Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

- 4.1 Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
- 4.2 Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
- 4.3 Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.
- 5. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

A cashier's check or certified check payable to City and issued by _____ [Bank name] in the amount of \$ _____.

A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on January 5, 2023.

s/ _____

Will Adams, President

Name and Title

s/ _____

Will Adams, Secretary

Name and Title

[See Section 3 of Instructions to Bidders]

Adams Commercial General Contracting, Inc.

875823 2/29/2024 B

Company Name

License #, Expiration Date, and Classification

217 E Street

1000000607

Address

DIR Registration #

Eureka, CA 95501

(707) 443-6000

City, State, Zip

Phone

Will Adams

info@acgcinc.com

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	EXTENDED TOTAL AMOUNT
1	Furnish and complete all aspects of the project as shown and described in the contract documents.	1	LS	\$

TOTAL BASE BID: \$ 2,711,770.00

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: Adams Commercial General Contracting, Inc.

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price. **If you do not plan on using Subcontractors, please mark this list as "N/A" and include it with your bid package.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK
Electrical	Firebolt Electrical	837554	Red Bluff, CA	1000969819	9%
Plumbing	Wayne Maples Plumbing and Heating	747665	Eureka, CA	1000003320	4%
HVAC	BESC, DBA California Heating, 845771		Eureka, CA	1000660861	14%
Masonry	SJR Masonry	417248	McKinleyville, CA	1000002931	4%
Roofing	Redwood Empire	885019	Fortuna, CA	1000013127	1%
Flooring	North Coast Floor & Tile	808031	Eureka, CA	1000001324	3%
Drywall	Primo Drywall & Construction Co., 377937		Eureka, CA	1000913103	3%
Access Control	Low Voltage Security, Inc.	900930	Windsor, CA	1000036826	2%
Asphalt Paving	Alves, Inc	739085	Arcata, CA	1000002588	3%
Fencing	Humboldt Fence Co.	808339	Eureka, CA	1000003061	4%
Casework	Shasta Wood Products	642876	Cottonwood, CA	1000009609	4%
Acoustical Ceiling	Northcoast Acoustics	463191	Eureka, CA	1000024811	1%
Landscaping	All Area Landscaping	1056765	Weaverville, CA	PW-LR-1000662806	1%
Data	Stewart Telecommunications, 941610		Eureka, CA	1000008328	2%
Fire Alarm	Advanced Security Systems, 527700		Eureka, CA	1000008498	1%
Steel Fabrication	North Coast Fabricators	883082	Arcata, CA	1000029831	2%

END OF SUBCONTRACTOR LIST

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [title] of Adams Commercial General Contracting, Inc. [business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/5/2023 [date], at Eureka [city], CA [state].

s/ _____

Will Adams
Name [print]

END OF NONCOLLUSION DECLARATION