

**JURUPA COMMUNITY SERVICES DISTRICT  
RIVERSIDE, CALIFORNIA**



**COMMUNITY SERVICES DISTRICT**

Proudly serving Jurupa Valley and Eastvale

**VOLUME II**

**BIDDING DOCUMENTS, CONTRACT,  
GENERAL CONDITIONS, BASIC SPECIFICATIONS  
AND  
SPECIAL REQUIREMENTS**

**FOR**

**FY 20-21 Sewer Replacement Project  
JCSD P.N. C165031**

**BOARD OF DIRECTORS**

Betty Folsom, Vice President  
Kenneth J. McLaughlin, Director  
Jane Anderson, Director  
Lupe R. Nava, Director  
Bart Moreno, Director

**GENERAL MANAGER**

Chris Berch

**GENERAL COUNSEL**

Best, Best & Krieger LLP

September, 2021

Prepared by

**ALBERT A. WEBB ASSOCIATES**

3788 McCray Street  
Riverside, California 92506  
(951) 686-1070

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W.O. 2020-0072

TABLE OF CONTENTS\*

	<b><u>Page</u></b>
NOTICE INVITING BIDS.....	Notice-1
BIDDING DOCUMENTS .....	BD-1

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\*This Volume II (containing the Notice Inviting Bids and the Bidding Documents only) is to be submitted by the Bidder as his Bid Proposal for the project. All Sections of Volume I (Bidding Documents, Contract, General Conditions, Special Requirements and Contract Documents) are fully incorporated into the Project Specifications and Contract Documents.

# **NOTICE INVITING BIDS**

JURUPA COMMUNITY SERVICES DISTRICT

**NOTICE INVITING BIDS**

**FOR**

**FY 20-21 SEWER REPLACEMENT PROJECT**

**JCSD P.N. 165031**

Prospective bidders are hereby notified that the Jurupa Community Services District, California (District) will receive sealed bids for the District's FY 20-21 Sewer Replacement Project. The projects consist of furnish, install, test and make operational approximately 4,800 linear feet of 8-inch thru 12-inch dia. sewer pipeline, jack & bore 30-inch dia. steel casing underneath under Caltrans 60-Freeway, the project also includes Cured-In-Place-Pipe (CIPP) with fold and form pipe, street pavement restoration in City of Jurupa Valley, Caltrans Right-of-Way, and private property, as well as all other work and materials required per plan and specifications. The successful Contractor shall furnish all labor, material, transportation, tools, supplies, plant, equipment, and appurtenances, unless specifically excepted, for the satisfactory completion of the entire contract work, in accordance with the Specifications and Drawings.

Such bid proposals will be received until **2:00 p.m. on October 12, 2021**, VIA EMAIL ONLY ([ekhugyani@jcsd.us](mailto:ekhugyani@jcsd.us)) at which time and place such bids will be publicly opened and read. DO NOT DELIVER BIDS TO DISTRICT OFFICES. Award, if made, will be made to one Bidder. Bids received after this time will be returned unopened.

Questions from prospective bidders affecting interpretation or corrections related to the Plans and Specifications shall be in written form and shall be sent no later than **10:00 a.m. on October 5, 2021**.

The Engineer's Estimated Construction Cost is **\$2.6 Million Dollars**. All work under this contract shall be completed and operational within **Two Hundred Fifty (250)** calendar days from the date District gives written "Notice of Award" to the Contractor.

Each bid must be accompanied by: (a) cash; (b) a certified or cashier's check made payable to the "Jurupa Community Services District"; (c) equivalent cash or securities pursuant to Section 995.710 of the Code of Civil Procedure, or (d) a bid bond payable to "Jurupa Community Services District" executed by the bidder as principal and surety as obligor in an amount equal to ten percent (10%)

of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check, equivalent cash or securities, or bid bond shall be given as a guarantee that the bidder, if an award is made to the bidder in accordance with the terms of said bidder's bid, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids; the bidder shall also:

- a. Execute a contract in the District's standard form together with the Labor Code certification thereon. Said contract shall incorporate by reference the Notice Inviting Bids; the Bid; Bidder's Plan for Construction; Bidder's Statement of Experience, Financial Condition and References; Bid Sheet; Certified Data Sheet; General Conditions; Special Requirements; Basic Specifications; Technical Specifications; and Drawings;
- b. Furnish a performance bond as required thereby with a corporate surety or sureties satisfactory to the District, or equivalent cash or securities for the faithful performance of the said contract. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. Said performance bond shall be for an amount of not less than one hundred percent (100%) of the total bid price;
- c. Furnish also a labor and materials payment bond with a corporate surety or sureties satisfactory to the District. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. Said bond shall be for an amount of not less than one hundred percent (100%) of the total bid price;
- d. Furnish certificates of insurance and endorsements, evidencing that all insurance coverage required by the Contract has been secured.

All contract construction shall be by an organization which has had

successful experience in the construction of facilities of the TYPE & SIZE SPECIFIED, OR COMPARABLE. Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: The District has determined that a **Class A** (General Engineering Contractor) license is necessary to bid this project. If the bidder is a specialty contractor, the bidder is alerted to the requirements of Business and Professions Code Section 7059. The District requires the Contractor to self-perform fifty-five percent (55%) of the work bid upon.

Pursuant to Labor Code sections 1725.5 and 1771.1, all Consultants and sub consultants that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work, must be registered with the Department of Industrial Relations for work requiring payment of prevailing wage rates. No bid will be accepted, nor any contract entered into without proof of the Consultants and sub consultants' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Contract.

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract. The Contractor shall obtain a copy of the prevailing rates of per diem wages from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's principal office located at the address set forth in the second paragraph of this Notice Inviting Bids. Please note that the prevailing wage for this project shall be based on those wages in effect at the time of bid opening.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the work available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of

contractors and subcontractors. Contractor shall defend, indemnify and hold the JCSD, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the prevailing wage laws. The Contractor shall forfeit, as a penalty to the District, \$200.00 for each calendar day or portion thereof for each workman paid less than the said stipulated prevailing rates for any work done under the contract by him or by any subcontractor under him in violation of the California Labor Code.

If the Bidder's maximum bid is \$1,000,000 or more, each bidder shall submit the certification required by the Iran Contracting Act of 2010 as required by Public Contract Code section 2204.

Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the District to ensure performance under the Contract. Such securities shall be deposited with the District, or with a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficiary of any securities substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300. Please refer to applicable portions of Section 45 of the General Conditions and the Escrow Agreement for Security Deposits In Lieu of Performance Retention included with the Contract Documents.

The District shall award the Contract for the work to the lowest responsive, responsible bidder. The District reserves the right to reject any or all bids, to waive any irregularities or informalities in any bid or in the bid process. No bidder may withdraw his bid for 90 days after bid opening.

**THE BIDDERS ARE URGED TO PAY PARTICULAR ATTENTION TO BIDDING DOCUMENTS SECTION A "INSTRUCTION TO BIDDERS", ITEM 6 "PACKAGING AND DELIVERY OF BID PROPOSAL AND GUARANTY"**

Complete electronic (CD) copies of all documents and specifications with which all bid items must comply will be available at the office of Jurupa Community Services District, 11201 Harrel Street, Jurupa Valley, California 91752. Digital copies of the bid documents are also available for download at the following website: <https://www.jcsd.us/bids>.



It is the responsibility of each prospective bidder to check the website on a daily basis through the close of bids for any applicable addenda or updates, and to furnish the Jurupa Community Services District with current prospective bidder contact information for distribution any and all addenda or updates. A perspective bidder is encouraged to submit completed and signed Plan Holder's Information Form to JCSD Failure to provide completed and signed Plan Holder's Information Form may result in late notification. Addenda and other updates will be issued via facsimile, email, website, or any combination thereof, and only to bidders that provide the required information.

The Bidder shall examine carefully the site of the proposed contract work. The submission of a bid proposal shall be conclusive evidence that the bidder has investigated the project site and is satisfied as to the conditions to be encountered.

Please contact the project engineer, **Enayat Khugyani**, of Jurupa Community Services District at 951-685-7434 ext. 510, or email [ekhugyani@jcsd.us](mailto:ekhugyani@jcsd.us), for questions pertaining to the project.

Dated: \_\_\_\_\_

/s/ Eddie Rhee  
Engineer Manager

# **BIDDING DOCUMENTS**

TABLE OF CONTENTS  
OF BIDDING DOCUMENTS

	<u>Page</u>
A. INSTRUCTIONS TO BIDDERS .....	BD-1
1. Qualified Bidders .....	BD-1
2. Completion of Bid Proposal and Supporting Documents.....	BD-1
3. Omissions and Discrepancies .....	BD-2
4. Signature and Seal .....	BD-2
5. Bid Proposal Guaranty .....	BD-2
6. Packaging and Delivery of Bid Proposal and Guaranty.....	BD-3
7. Withdrawal of Bid Proposal .....	BD-4
8. Modification of Bid Proposal .....	BD-4
9. Opening and Awarding of Bids .....	BD-5
10. Retention of Proposal Guarantees .....	BD-5
11. Bond(s) and Certificates of Insurance Required of Successful Bidder.....	BD-5
12. Execution of Contract .....	BD-6
13. Special Instructions .....	BD-6
14. Mathematical Errors .....	BD-7
15. Addenda to Contract Documents .....	BD-7
16. Interpretation of Plans and Documents .....	BD-7
17. Examination of Contract Documents .....	BD-8
18. Inspection of Site; Pre-Bid Conference and Site Walk.....	BD-8
19. Basis of Award; Balanced Bids.....	BD-8
20. Disqualification of Bidders; Interest in More than One Bid.....	BD-8
21. Filing of Bid Protests.....	BD-8
22. Retention and Substitution of Security.....	BD-9
23. Prevailing Wage .....	BD-9
24. Debarment of Contractors and Subcontractors .....	BD-9
25. Iran Contract Act Certification.....	BD-10
26. Request for Substitutions .....	BD-10

TABLE OF CONTENTS  
OF BIDDING DOCUMENTS  
(continued)

	<b><u>Page</u></b>
27. Sales and Other Applicable Taxes, Permits, Licenses and Fees .....	BD-10
B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS .....	BD-11
1. Proposal .....	BD-11
2. Bidder's Plan for Construction .....	BD-13
3. Bidder's Statement of Experience, Financial Condition and References.....	BD-16
4. Bidding Sheet .....	BD-17
a. Supplemental Instructions.....	BD-17
b. Bid Item Schedule.....	BD-18
5. Bidder's Statement .....	BD-24
6. Non-Collusion Declaration .....	BD-26
7. Bid Bond .....	BD-27
8. Iran Contracting Act Certification .....	BD-29

## **BIDDING DOCUMENTS**

### **A. INSTRUCTIONS TO BIDDERS**

#### **1. Qualified Bidders**

Bidders are advised that in selecting a Contractor, the Owner shall award the Contract for the work to the lowest responsive, responsible bidder. The Owner reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The use of substitute bid forms other than clear and correct photocopies of those provided by the Owner will not be permitted. The Owner requires that each bidder be properly licensed and sign and submit with his proposal the attached statement of his experience, current financial condition, and references. Please note that similar information is required in the attached Bidder's Plan for Construction with respect to any proposed subcontractor. Perspective bidders are encouraged to submit completed and signed Plan Holder's Information Form. Failure to provide completed and signed Plan Holder's Information Form may result in late / no notification. Addenda and other updates will be issued via facsimile, email, District website or any combination thereof, and only to perspective bidders that provide the required information.

#### **2. Completion of Bid Proposal and Supporting Documents**

Each bidder shall complete each blank of each page of the attached Bid Proposal and supporting documents including Bidder's Plan for Construction, Bidder's Statement of Financial Conditions and References, and Bidding Sheet. Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

The Owner may in its discretion reject any bid to which the bidder has added conditions, limitations, provisions or any interlineations or alterations. The Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the bidding documents themselves. The Owner will not accept proposals on forms other than those bound herein, and these forms shall not be removed from this bound volume.

### 3. Omissions and Discrepancies

Should a bidder find discrepancies in, or omissions from the Special Requirements, Basic Specifications, Technical Specifications, Drawings, or other documents bound herein, or should he be in doubt as to their meaning, he should immediately notify the Owner by submission of a written request for an interpretation or correction. Such submission, if any, must be sent to Mr. Enayat Khugyani by faxing 951-727-3503 or email [ekhugyani@jcsd.us](mailto:ekhugyani@jcsd.us). Owner may send a written instruction to all bidders in the form of an addendum.

### 4. Signature and Seal

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a co-partnership, it shall be signed with the co-partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

### 5. Bid Proposal Guaranty

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to the "Jurupa Community Services District"; (c) equivalent cash or authorized securities pursuant to Section 995.710 of the Code of Civil Procedure or (d) a bid bond payable to "Jurupa Community Services District" executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Each bid proposal shall be accompanied by a certified or cashier's check, bid bond on the form provided by Owner, or equivalent cash or authorized securities, for an amount of not less than 10 percent of the amount named in the Bidding Sheet. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond

to the Owner and the Owner may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids

Said check or bond shall be made payable to the Owner and shall be given as a guarantee that the bidder will enter into the contract described in the Notice Inviting Bids herein if awarded the work. By submitting a proposal, each bidder agrees that its failure to enter the Contract if awarded the work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. If the successful bidder fails to execute the Contract within the time period provided in Instruction No. 12 on the attached page, his bid security shall be forfeited in full to the Owner, except to the extent that Sections 5100 et. seq. of the California Public Contract Code apply.

6. Packaging and Delivery of Bid Proposal and Guaranty

Once the Bid Proposal and Supporting Documents herein have been completed and signed as set forth above, they shall be assembled electronically along with a copy of the Bid Proposal Guaranty and any proposed sketches and brochures required by these instructions, into a PDF file and send via email to the contact listed below.

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by Owner as stated in the Notice Inviting Bid.

Due to COVID-19, JCSD will modify the normally public bid process. Bid instructions are as follows:

- Potential bidders who wish to submit a bid to JCSD must submit their bid electronically (PDF format – Volume II) to **Enayat Khugyani**, email [ekhugyani@jcsd.us](mailto:ekhugyani@jcsd.us).

**Email subject shall read “Bid from Contractor’s Name Project No. C165031**

- Bids will be sent to **Enayat Khugyani** by **October 12, 2021** no later than **2:00 p.m.**; all bids received after **2:00 p.m.** will be **rejected**.
- Bidders are encouraged to send their electronic bids utilizing the **DELIVERY and READ Receipt enabled**.

- The delivery receipt will be the bidder's **October 12, 2021**; deadline; all electronic files must be **less than 20MB**, as this is JCSD's limit for email submissions.
- After **2:00 p.m.** – all bidders will call the following to hear the bids read out loud:
  1. Phone: 1-415-915-0466
  2. Conference ID: 805 108 281 #

***Note: Contractor's may protect their bid (PDF file) with password and provide the password in a subsequent email between 2:01 p.m. – 2:05 p.m.***

- Immediately following the conference call bid, JCSD will post bid results on JCSD website.

#### 7. Withdrawal of Bid Proposal

The bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided, that any request to withdraw must be in writing and duly executed by the bidder or the bidder's duly authorized representative and delivered to the Owner's Secretary at the address set forth in Instruction 6 herein. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

#### 8. Modification of Bid Proposal

Any bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instructions 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.



9. Opening and Awarding of Bids

All Bid Proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, shall be made within ninety (90) days of the opening. The Owner's policy is to award to the lowest responsible, responsive bidder who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Notice of Award shall be made to a successful bidder in writing mailed to the address set forth on the signature page of the Bidding Documents.

In accordance with Labor Code section 1773.3, the District may be required to provide notice of the award to the Department of Industrial Relations on the Form PWC-100. The bidder who is awarded the Contract shall submit to the District a completed Form PWC-100 including identification of the worker classifications for the bidder and all listed subcontractors, within three (3) days of the award. Failure to provide a completed Form PWC-100 prior to execution of the Contract may result in forfeiture of the Bidder's bid guaranty to the District, and the District may award the Contract to the next lowest responsive and responsible bidder or may call for new bids.

10. Retention of Proposal Guarantees

Upon award to the lowest responsive, responsible bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the Owner beyond 60 days from the time the award is made.

11. Bond(s) and Certificates of Insurance Required of Successful Bidder

The successful bidder shall, upon receipt of notice of acceptance of his bid, promptly secure with a responsible corporate surety or sureties, a faithful performance bond or equivalent cash or authorized securities in an amount of not less than 100 percent of the total bid price, conditioned upon a faithful performance by said bidder of all requirements under the Contract.

In addition, the successful bidder shall promptly secure with a reasonable corporate surety or sureties, a labor and material payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the work to be performed under the Contract.

The successful bidder shall also furnish certificates of insurance and endorsements as evidence of coverage in accordance with the General Conditions.

All bonds shall be subject to the approval of the Owner and shall be in the same form as the Contract Performance Bond and Labor and Materials Bond specified by the Owner herein. All Certificates of Insurance shall be subject to the approval of the Owner. Personal sureties and unregistered surety companies are unacceptable. The surety insurer for all bonds shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120.

## 12. Execution of Contract

The bidder to whom award is made shall execute a written contract with the Owner on the form of Contract provided herein (which shall incorporate by reference the Proposal; Bidder's Plan for Construction; Bidder's Statement of Experience, Financial Condition and Reference; Bidding Sheet; General Conditions; Special Requirements; Basic Specifications; Technical Specifications, and Drawings), together with the Labor Code Certification therein, and furnish good and approved bonds or substitution and Certificates of Insurance as required in the preceding paragraph within ten calendar days from the date of mailing the Notice of Award from the Owner to the bidder, as set forth above, of the acceptance of his proposal.

If the successful bidder fails or refuses to enter into the Contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, the proposal guaranty shall be forfeited in full to the Owner, except to the extent that Sections 5100 et. seq. of the California Public Contract Code apply. If the successful bidder refuses or fails to execute the Contract, the Owner may award the Contract to the bidder whose proposals is the next lowest responsive, responsible bidder to said Owner; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the Contract and bond for the corporation to so sign.

## 13. Special Instructions

Bidders are advised that supplemental instructions applicable to this project are set forth in paragraph "a" of the Bidding Sheet.

14. Mathematical Errors

In the event the Owner determines that there has been a mathematical error on the Bidding Sheet resulting from incorrect multiplication of unit prices times quantities, or incorrect addition of bid prices to determine the total bid, unit prices shall control, and the multiplication and the total bid amount shall be corrected accordingly prior to evaluating the bid. Any request to withdraw a bid after bid opening shall meet all requirements of Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail the mistake.

15. Addenda to Contract Documents

The Project Engineer will transmit addenda to the Contract documents to the fax number, as a courtesy or email address provided by the bidder. However, the Project Engineer is neither responsible for verifying bidder's contact information nor ensuring that the bidder receives all addenda information. It shall be the bidder's responsibility to be sure that he has received all applicable project addenda prior to submitting his bid proposal. To this end, each bidder should contact Mr. Enayat Khugyani at 951-685-7434 ext. 510 or email [ekhugyani@jcsd.us](mailto:ekhugyani@jcsd.us) or go to the District's website <https://www.jcsd.us/bid> to verify that he or she has received all addenda issued, if any, at least 72 hours prior to the bid opening. Failure to acknowledge receipt of all addenda may result in bid rejection. Owner reserves right to revise bid documents prior to bid opening date.

16. Interpretation of Plans and Documents

If any bidder contemplates submission of a bid for the proposed work and is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, bidder may submit by fax or email to Mr. Enayat Khugyani at 951-685-7434 ext. 510 / [ekhugyani@jcsd.us](mailto:ekhugyani@jcsd.us), a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery and confirmation of receipt. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be posted on the District's website listed on the Notice Inviting Bids. **Interpretation or corrections received within five (5) working days prior to Bid Opening (October 5, 2021 thru October 12, 2021) will not be answered.** The Owner will not be responsible for any other explanation or interpretations of the proposed documents. No person is authorized to make any oral interpretation of any provision in the Contract documents to any bidder, and no bidder should rely on any such oral interpretation.

17. Examination of Contract Documents

The District has made copies of the Contract available, as indicated above. bidders shall be solely responsible for examining the work site and the Contract, including any addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

18. Inspection of Site; Pre-Bid Conference and Site Walk

Each prospective bidder is responsible for fully acquainting itself with the conditions of the work site (which may include more than one site), as well as those relating to the construction and labor of the work, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the work.

19. Basis of Award; Balanced Bids

If the District proceeds to award the Contract, the award shall be to the lowest responsive, responsible bidder submitting a responsive bid. The District may reject any bid which, in its opinion, when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

20. Disqualification of Bidders; Interest in More than One Bid

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit a subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid for the same work.

21. Filing of Bid Protests

Submitted bids will be timely made available for review upon request of any bidder. Bidders may file a "protest" of a Bid with the District's Project Engineer. The protest must:

- Be filed in writing within five (5) business days after the bid opening date;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific District staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest;
- Include all relevant, supporting documentation with the protest at time of filing;
- If the protest does not comply with each of these requirements, it may be rejected without further review; and
- If the protest is timely and complies with all of the above requirements, the District's Project Engineer, or other designated District staff member, shall review the basis of the protest and all relevant information. The District will provide a written response to the protestor.

## 22. Retention and Substitution of Security

The Contract calls for monthly progress payments based upon the percentage of the work completed. Unless otherwise specified in the Notice Inviting Bids, the District will retain five percent (5%) of each progress payment as provided by the Contract. At the request and expense of the successful bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

## 23. Prevailing Wage

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at District's office as stated in the Notice Inviting Bid or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

## 24. Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the

Labor Code. Any subcontract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the work shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor used on the work.

25. Iran Contract Act Certification

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. as provided with the Bid Documents.

26. Request for Substitutions

The successful bidder shall comply with the substitution request provisions set forth in the Contract. Any deadlines for substitution requests which occur prior to the bid opening date are set forth in the Special Requirements.

27. Sales and Other Applicable Taxes, Permits, Licenses and Fees

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract.

B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS

**FY 20-21 SEWER REPLACEMENT PROJECT  
JCSD P.N. C165031**

TO THE PRESIDENT OF THE BOARD OF DIRECTORS, JURUPA COMMUNITY  
SERVICES DISTRICT ("THE OWNER")

1. PROPOSAL

The undersigned proposes to furnish all labor, materials, (except those materials to be furnished by Owner) equipment and methods necessary to properly construct and complete for the Owner the **FY 20-21 Sewer Replacement Project, JCSD P.N. C165031**, as set forth in the Bidding Sheet, and in accordance with Bidder's Plan for Construction accompanying this proposal and incorporated herein by reference. The undersigned also declares that, as bidder, we have carefully examined the location of the proposed work and have read and examined the Contract (including the Special Requirements, Basic Specifications, Technical Specifications, and Drawings and other documents incorporated therein by reference).

The undersigned hereby declares, as bidder, that the only persons or parties interested in this proposal as principals are those named herein, that this bid is made without any connection with any other person or persons making a bid for the same purposes; except for any other division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids and the Instruction to Bidders and agrees to all the stipulations contained therein; that he has examined the form of Contract, (including the Special Requirements, Basic Specifications, Technical Specifications, and Drawings and other documents incorporated therein by reference); that in exchange for consideration of his bid proposal by the Owner he proposes, in the event his bid as submitted on the attached and incorporated Bidding Documents be accepted by the Owner, to contract in the said form to furnish and provide the items mentioned in this proposal and in the said form of Contract and in the Special Requirements, Basic Specifications, Technical Specifications, and Drawings, and to furnish and provide the same within the time stipulated therein; and he will accept as full payment therefor the prices named in said Bidding Sheet.

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him of written notice of the Owner's acceptance of this proposal and within same time shall furnish the required faithful performance bond or securities as permitted by Code of Civil Procedure Section 995.710, the labor and material payment bond, and certificates of insurance and endorsements, and that upon failure to do so within said time, then the proposal guarantee accompanying this proposal shall become the property of the Owner as liquidated damages for such failure or refusal and shall be deposited as monies belonging to the Owner; provided, that if said Bidder shall execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time aforesaid, his proposal guarantee shall be returned to him upon request within ten days thereafter or otherwise destroyed if so requested.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignments shall be made and become effective at the time the purchasing body tenders final payment to the bidder.



2. BIDDER'S PLAN FOR CONSTRUCTION

Replies to these inquiries must be full and explicit.

A. Each bidder is required to inspect this proposed work. When, by whom, and in what manner was this proposed work inspected on behalf of the Bidder:

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B. Explain your plan or layout for performing the proposed work, including description of any proposed construction plan and detail construction program

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C. List the name and address of each subcontractor who will perform work in or about the work or improvement, or who will specifically fabricate and install a portion of the work according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent of your total bid, and a statement of the portion of the work which will be done by each subcontractor. Only one subcontractor may be listed for each portion of the work. Each subcontractor must be registered with the Department of Industrial Relations to perform public work. Failure to include a subcontractor's registration number may result in the bid being non-responsive.

Subcontractor (a):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

License No: \_\_\_\_\_

DIR Registration

Number: \_\_\_\_\_

Subcontractor (b):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

License: \_\_\_\_\_

DIR Registration

Number: \_\_\_\_\_

Subcontractor (c):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

License: \_\_\_\_\_

DIR Registration

Number: \_\_\_\_\_

Subcontractor (d):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

License: \_\_\_\_\_

D. For each subcontractor listed under paragraph C herein, provide the following information concerning years and examples of experience of each subcontractor's present organization in similar work:

NAME OF SUBCONTRACTOR	YRS OF EXPERIENCE OF SUBCONTRACTOR PRESENT ORGANIZATION	DATE OF COMPLETION OF SIMILAR JOBS (AT LEAST 2 COMPLETED) WITHIN PAST 3 YRS	NAMES AND ADDRESSES OF OWNERS OF LISTED SIMILAR JOBS
a. _____ _____	_____ Yrs.	Job #1 _____	_____ _____
		Job #2 _____	_____ _____ _____
b. _____ _____	_____ Yrs.	Job #1 _____	_____ _____
		Job #2 _____	_____ _____ _____
c. _____ _____	_____ Yrs.	Job #1 _____	_____ _____
		Job #2 _____	_____ _____ _____
d. _____ _____	_____ Yrs.	Job #1 _____	_____ _____
		Job #2 _____	_____ _____ _____

3. BIDDER'S STATEMENT OF EXPERIENCE, FINANCIAL  
CONDITION AND REFERENCES

How many years of experience in construction work has your organization had? \_\_\_\_\_

The following outline is a record of the undersigned Bidder's experience in construction of the three (3) most recent projects of a type similar in magnitude and character to that contemplated under this Contract. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

1. Owner' Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

2. Owner' Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

3. Owner' Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_ Completion Date: \_\_\_\_\_

As a part of this supporting document, submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of your financial condition. The Bidder may submit this supporting document in a sealed envelope labeled "CONFIDENTIAL".

#### 4. BIDDING SHEET

##### a. Supplemental Instructions

1. Bidders are advised that:

- a. The Bidders shall submit a price for all bid item numbers under Bid Schedules I.
- b. Award, if made, will be for Bid Schedule I only.
- c. All work under this Contract shall be completed in accordance with the Contract Completion Schedule(s) stated in the Special Requirements; AND THAT THE GENERAL CONDITIONS HEREIN CONTAINS A SECTION TITLED "LIQUIDATED DAMAGES".
- d. All contract construction shall be by an organization which has had successful demonstrable experience in the construction of facilities OF THE TYPE SPECIFIED, OR COMPARABLE.
- e. The Owner reserves the right to vary the amount of work under the Contract and may add or deduct from the various bid numbers at the unit prices shown on the Bidding Sheet, and as a result of this prerogative, there will be no claim for damages or profits, real or anticipated.
- f. Bid items must include a proportional amount of profit, overhead, etc., within the bid price for each bid item number, since the schedule of bid item numbers under which award is to be made will be determined by Owner after bids have been received.
- g. The Bidder shall submit his proposal on the bidding documents within herein, and shall submit the entire bound specification booklet (Volume II).**

2. To complete this Bidding Sheet, use the blanks provided to fill in the bid prices at which you propose to furnish the scheduled construction, including all labor, materials, (other than materials supplied by the Owner), equipment, work, and methods necessary to complete the work in accordance with the Contract Completion Schedule located in the Special Requirements. Fill in the figures for the unit prices, extensions and sum of extensions (Total Bid) for all Bid Schedules and/or Bid Items shown on the Bidding Sheet. Figures and words must be inserted for the "Total Bid". If any discrepancy exists, the Owner may recalculate the bid price on the basis of the unit price and bidder agrees to be bound by such recalculation.

b. Bid Item Schedule

The undersigned hereby proposes to furnish and install the following items of construction<sup>(1)</sup> for the Owner, all in strict accordance with the attached and/or incorporated Special Requirements, Basic Specifications, Technical Specifications, and Drawings, including all labor, materials, equipment, work, method, etc., necessary to complete the work in accordance with the stated completion schedule(s); for the following bid prices:

**BID SCHEDULE I**

**SCHEDULE I**

**FY 20-21 SEWER REPLACEMENT PROJECT  
JCSD P.N. C165031**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Qty.<sup>(1)</sup></u></b>	<b><u>Unit</u></b>	<b><u>Unit Bid Price*</u></b>	<b><u>Bid Extension*</u></b>
101	Mobilization, demobilization, bonding and Insurance <sup>(2)</sup> , pre-construction video, audio and project close-out	---	LS	---	\$ _____
102	Trench and excavation sheeting, shoring and bracing for protection of life and limb per OSHA standard and Caltrans requirements (prepared by qualified licensed Engineer and approved, signed, and stamped by another qualified Licensed Engineer)	---	LS	---	\$ _____

<sup>(1)</sup> Quantities (except for "Lump Sum" item numbers) are estimated and are for the purpose of comparing bid only. Payment will be based upon actual quantities furnished, installed or constructed in accordance with the Contract Documents.

\* The above prices include any amount payable by the owner for taxes by reason of this contract.

<sup>(2)</sup> Bid Item 101 shall not exceed 5% of the total of Bid Schedule 1

<b>Item No.</b>	<b>Description</b>	<b>Qty.<sup>(1)</sup></b>	<b>Unit</b>	<b>Unit Bid Price*</b>	<b>Bid Extension*</b>
103	Furnish and install 8-inch dia. PVC SDR 35 per S-2 Class "I" Bedding	524	LF**	\$ _____	\$ _____
104	Furnish and install 10-inch dia. PVC SDR-35 per S-2 "I" Bedding	1,984	LF**	\$ _____	\$ _____
105	Furnish and install 12-inch dia. PVC SDR-35 per S-2 Class "I" Bedding	844	LF**	\$ _____	\$ _____
106	Furnish and install 12-inch dia. Fusible PVC SDR-26 with in casing per Sheet 9 and Section H of Specifications	373	LF	\$ _____	\$ _____
107	Spot Repair Existing 12-Inch Sewer Joints in Iberia Easement (Assume 36 locations)	---	LS	---	\$ _____
108	Furnish and install fold and form pipe for existing 12-Inch Sewer with SDR 32.5 in Iberia Easement	590	LF	\$ _____	\$ _____
109	Furnish and install fold and form) SDR 32.5 for 12-inch dia. sewer (Caltrans)	370	LF	\$ _____	\$ _____
110	48-inch dia. MH per JCSD Std. Dwg. S-7 including details on plan	23	EA	\$ _____	\$ _____

<sup>(1)</sup> Quantities (except for "Lump Sum" item numbers) are estimated and are for the purpose of comparing bid only. Payment will be based upon actual quantities furnished, installed or constructed in accordance with the Contract Documents.

\* The above prices include any amount payable by the owner for taxes by reason of this contract

\*\* Per Linear Foot of Mainline Trench.

<b>Item No.</b>	<b>Description</b>	<b>Qty.<sup>(1)</sup></b>	<b>Unit</b>	<b>Unit Bid Price*</b>	<b>Bid Extension*</b>
111	Jack/Bore 30-inch ID (1/2" min) casing, pits, spacer, runner, end seal and per details on Sheet 2	373	LF	\$ _____	\$ _____
112	Reconnect sewer laterals per S-5 and Specifications	50	EA	\$ _____	\$ _____
113	Fill voids between pipe and Caltrans casing per Specifications	---	LS	---	\$ _____
114	Abandon the sewer main in place with slurry per Specifications	2,430	LF**	\$ _____	\$ _____
115	Abandon the sewer MHS in place per Specifications	14	EA	\$ _____	\$ _____
116	Prepare and implement OERP and Sewer Bypass	---	LS	---	\$ _____
117	Sewer Inspection Video prior to Construction including locating all laterals	---	LS	---	\$ _____
118	Video Inspection after Construction including fold and formed pipe	---	LS	---	\$ _____
119	Air Testing new pipe and Vacuum Test Manholes	---	LS	---	\$ _____
120	Prepare SWPPP/BMP, Obtain Approval, Implement and Monitoring Program	---	LS	---	\$ _____

(1) Quantities (except for "Lump Sum" item numbers) are estimated and are for the purpose of comparing bid only. Payment will be based upon actual quantities furnished, installed or constructed in accordance with the Contract Documents.

\* The above prices include any amount payable by the owner for taxes by reason of this contract.

\*\* Per Linear Foot of Mainline Trench



<b>Item No.</b>	<b>Description</b>	<b>Qty.<sup>(1)</sup></b>	<b>Unit</b>	<b>Unit Bid Price*</b>	<b>Bid Extension*</b>
121	Prepare, Obtain Approval and Implement TTCP including Surveying activities	---	LS	---	\$ _____
122	Pothole Existing Utilities at all crossings, confirm connection points and provide report	---	LS	---	\$ _____
123	Additional Potholes and Provide Pothole Report	5	EA	\$ _____	\$ _____
124	Trench AC base paving per City of Jurupa Valley requirements	3,348	LF**	\$ _____	\$ _____
125	Grind and cap 0.1' grind and overlay per COJV requirements	125,000	SF	\$ _____	\$ _____
126	Unknown utility crossing and protection including idle costs, excavation, support, backfill, slurry and delays associated costs per Special Requirements	5	EA	\$ _____	\$ _____
127	Provide Record Drawings in accordance with the Specifications	---	LS	---	\$ _____
128	Connect to, modify, rechanneling and repair MHs per Specifications	8	EA	\$ _____	\$ _____

(1) Quantities (except for "Lump Sum" item numbers) are estimated and are for the purpose of comparing bid only. Payment will be based upon actual quantities furnished, installed or constructed in accordance with the Contract Documents.

\* The above prices include any amount payable by the owner for taxes by reason of this contract.

\*\* Per Linear Foot of Mainline Trench

<b>Item No.</b>	<b>Description</b>	<b>Qty.<sup>(1)</sup></b>	<b>Unit</b>	<b>Unit Bid Price*</b>	<b>Bid Extension*</b>
129	Pre-Con survey proposed MH rim elevations and construction staking	---	LS	---	\$ _____
130	Protect and re-establish survey monuments	---	LS	---	\$ _____
131	Provide and install project signage per Specification	2	EA	\$ _____	\$ _____
132	Temporary and permanent striping per COJV permit	---	LS	---	\$ _____
133	Construction Water	---	LS	---	\$ _____
134	Remove Concrete Swale and re-install minimum 6-inch thick concrete per detail on Sheet 9 with rebar wire mesh embedded in middle	590	LF	\$ _____	\$ _____
135	Restore site, fence, gate, slope, irrigation, retaining wall and etc., per pre-con video within Iberia Easement	---	LS	---	\$ _____
136	Restore ground surface with hydro-seeded, maintain for two (2) months to grow	12,000	SF	\$ _____	\$ _____
137	Rock Excavation, Removal and Disposal	250	CY	\$ _____	\$ _____

(1) Quantities (except for "Lump Sum" item numbers) are estimated and are for the purpose of comparing bid only. Payment will be based upon actual quantities furnished, installed or constructed in accordance with the Contract Documents.

\* The above prices include any amount payable by the owner for taxes by reason of this contract.

<u>Item No.</u>	<u>Description</u>	<u>Qty.<sup>(1)</sup></u>	<u>Unit</u>	<u>Unit Bid Price*</u>	<u>Bid Extension*</u>
138	Pre and Post video the existing 42-inch dia. storm drain; provide video to JCSD and RCFCWCD for acceptance	---	LS	---	\$_____
139	Coordinate with private owners including ingress/egress, stockpile and equipment storage, install temporary fence, lockable gate, irrigation system, grading asphalt concrete and concrete driveway, etc.	---	LS	---	\$_____
140	Work in the Contract not listed in Bid Item 1 thru 139 herein	---	LS	---	\$_____

Total Bid Schedule I: \_\_\_\_\_\*  
(Sum of Extension Nos. 101 thru 140) (Figures)

"TOTAL BID" Schedule I \_\_\_\_\_ Dollars\*  
\_\_\_\_\_ (words)

<sup>(1)</sup> Quantities (except for "Lump Sum" item numbers) are estimated and are for the purpose of comparing bid only. Payment will be based upon actual quantities furnished, installed or constructed in accordance with the Contract Documents.

\* The above prices include any amount payable by the owner for taxes by reason of this contract.

5. BIDDER'S STATEMENT

1. Names and addresses of all members of co-partnership or names and titles of all officers of the corporation.

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2. The bidder declares that the surety or sureties named in the space provided below has agreed to furnish bonds in the aggregate amounts set forth in the Instruction to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond.

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Corporation organized  
under the laws of the  
State of:

\_\_\_\_\_

Name of Bidder:

\_\_\_\_\_

California Contractor's  
License No. \_\_\_\_\_

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

Bidder's Address

License Expiration Date:

\_\_\_\_\_

License Class \_\_\_\_\_

\_\_\_\_\_

Bidder's Phone Number

\_\_\_\_\_

Bidder's Fax Number

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered with the Department of Industrial Relations to perform public works.

DIR Registration Number:

\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing representations are true and correct.

By: \_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
Title

6. NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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 \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

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

\_\_\_\_\_  
(Typed Name)

SUBSCRIBED BEFORE ME on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

7. BID BOND

The makers of this bond are, \_\_\_\_\_,  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety and  
are held and firmly bound unto the Jurupa Community Services District, hereinafter called  
the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the  
Principal submitted to DISTRICT for the work described below, for the payment of which  
sum in lawful money of the United States, well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the  
Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for **FY 20-**  
**21 Sewer Replacement Project JCSD P.N. C165031.**

If the Principal does not withdraw its bid within the time specified in the  
Contract; and if the Principal is awarded the Contract and provides all documents to the  
District as required by the Contract (including the Special Requirements, Basic  
Specifications, Technical Specifications, and Drawings and other documents  
incorporated therein by reference); then this obligation shall be null and void. Otherwise,  
this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the Contract shall in affect its  
obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment  
is recovered, the Surety shall pay all litigation expenses incurred by the District in such  
suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: (If Corporation)

\_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: (If Corporation)

\_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

SIGNATURE OF NOTARY



## 8. IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et. seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed: \_\_\_\_\_

Titled: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.