

**JURUPA COMMUNITY SERVICES DISTRICT
JURUPA VALLEY, CALIFORNIA**



Jurupa

COMMUNITY SERVICES DISTRICT

Proudly serving Jurupa Valley and Eastvale

REQUEST FOR PROPOSAL

**SERVICES RELATIVE TO PERFORMING WELLS
MOTORS REPAIR SERVICES**

BOARD OF DIRECTORS

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March 2022

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I. INTRODUCTION

- A. NOTICE IS HEREBY GIVEN that the Board of Directors of the Jurupa Community Service District ("District") invites and will receive Bids up to **not later than 3:00 PM on April 1, 2022** through an email submission, for the furnishing to District of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for performing electrical work related to wells rehabilitation services for equipment operated by the District. Bids received after said time shall be disqualified from review.
- B. It is the intent of the District to pre-qualify up to two (2) electrical repair shops to perform the work outlined in this Request for Proposal.
- C. Bids shall be **valid for a period of 90 calendar days** after the Bid opening date.
- D. Bids must be submitted on the District's Bid Forms. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor, the District shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.
- E. It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on the District's bidding website (<https://www.jcsd.us/business/contracts-bid-opportunities>). It is the responsibility of each prospective bidder to check the District's bidding website daily through the close of bids for any applicable addenda or updates. The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents. Information on the District's website may change without notice to prospective bidders. The Contract Documents shall supersede any information posted on the District's website prior to the bid opening.
- F. Each Bid shall be accompanied by cash, a certified or cashier's check or Bid Bond secured from a surety company satisfactory to the Board of Directors of the District, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Jurupa Community Service District as bid security. The bid security shall be provided as a guarantee that within ten(10) working days after the District provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with District.

II. DISTRICT DESCRIPTION

- A. The District is a local, independent "Special District," established in 1956, operating pursuant to the California Water District Law, Division 13 of the California Water Code.
- B. The District encompasses approximately 424 acres of land located in the northwestern part of Riverside County. The District's service area is approximately 41 square miles, which includes the City of Eastvale and the City of Jurupa Valley. The District maintains several assets for the delivery of water, wastewater, and park services.

III. SUBMISSION OF BIDS

- A. **Due to the COVID-19 pandemic event**, the District will modify its normal bidding process of receiving three (3) copies of the contractors' proposal via mail and/or hand-deliverance to the following bid instructions:

1. Potential bidders who wish to submit a bid to JCSD must submit their bid electronically (PDF format) to Matt Abel at mabel@jcsd.us
 2. **Email subject shall read “Bid form (Contractor’s Name) JCSD Wells Rehabilitation Services.”**
- B. Bids will be sent to Matt Abel at mabel@jcsd.us by **April 1, 2022 no later than 3:00 pm**; all bids after 3 pm will be rejected.
- C. Bidders are encouraged to send their electronic bids utilizing the **DELIVERY and READ receipts enabled**.
- D. The delivery receipt will be the bidder’s verification that the bid has been sent to JCSD prior to the 3 pm deadline; all **electronic files must be less than 15MB**, as this is JCSD’s limit for email submission.

IV.SCOPE OF WORK

- A. The requested electrical work is related to the following District-operated wells:
1. Eighteen (18) groundwater wells.
 2. Six (6) Irrigation wells.
 3. Twenty-two (22) Booster Pumps.
- B. The anticipated wells and pumps inventory with technical information included into the scope of work is listed in the Attachment A of this RFP.
- C. The District’s intents are as following:
1. To issue the master service agreements to up two (2) electrical repair shops (primary and secondary). The required work will be issued by the means of task orders.
 2. In addition, the District is currently procuring the Wells Rehabilitation general contractor. It is District’s intent that electrical work related to the wells motors rehabilitation and repairs **may be** performed by electrical repairs shops procured under this RFP and be executed under the General Contractor’s Master Service agreement. In addition, the requested scope of work **may be** executed directly through the Master Service Agreement outlined in the section IV.C.1 above.
- D. The scope of work consists of performing the following services:
1. Emergency wells electrical and motors repairs work.
 2. Scheduled and maintenance wells electrical and motors repairs work.
- E. The typical anticipated scope of work might consist of the following activities:
1. Conducting evaluation and assessment services for various components.
 2. Conducting assessment and performing repairs of the wells electrical components in the field.
 3. Conducting repairs to the wells motors.
 4. Replacement of motors.
- F. The anticipated duration of overall cost of the work throughout the entire three (3) term agreement is about \$300,000.

V. PRE-PROPOSAL MEETING

- G. A pre-proposal teleconference will be held on **March 15, 2022 at 1:00 PM**. Attendees may access the meeting by calling the below phone number and using the designated conference ID. The meeting is being held to answer any general questions regarding the PROJECT or proposed scope of work. Only vendors attending the meeting will be allowed to submit proposals.
- H. Attendance at the pre-proposal meeting is not mandatory but highly recommended.
- I. Attendance will be documented orally during the meeting, and Vendors shall also send a follow up email to Matt Abel at mabel@jcsd.us confirming attendance and providing contact information. To access the meeting:

JOIN TELECONFERENCE BY PHONE:

[Click here to join the meeting](#)

VIA PHONE:

[+1 415-915-0466..106834530#](tel:+14159150466106834530)

Phone Conference ID: 106 834 530#

- J. The District reserves the right to conduct the selected wells site visit. If the site visit is required, Personnel Protective Equipment (PPE) is required of all Job Walk attendees. Attendees are required to wear closed toe shoes, long pants, no sleeveless shirts, safety glasses (may be prescription with side shields if in process areas), safety vests and hard hats. Only those possessing such attire will be allowed on the Job Site. District will not provide personal protective equipment to attendees.

VI. PROJECT SCHEDULE AND PERIOD OF PERFORMANCE

- A. The schedule is as follows:

RFP Released	March 8, 2022
Pre-Proposal Meeting	March 15, 2022
Vendor Questions Due	March 21, 2022
Proposals Due	April 1, 2022
Proposals Evaluation	April 2022
Board of Director's Approval	May 2022
Notice to Proceed	May 2022

- B. The District expects but does not guarantee that the decision on selection of a firm will be made by the District Board of Directors on the date indicated above.
- C. The expected period of performance for the awarded contract will be a three (3) -year period with an option of one (1) two (2) year extension at the discretion of the District.

VII. COMMUNICATIONS PROTOCOL

- 1. All questions and requests for information related to the Request for Proposals (RFP) must be received prior to **March 21, 2022, at 4:00 PM**. Answers to these questions will be sent to all prospective bidders.

2. No answers will be given on an individual basis, and verbal and telephonic inquiries will not receive a response. All the questions should be submitted electronically, in writing.
3. Questions regarding this Notice Inviting Bids may be directed to Matt Abel at mabel@jcsd.us. No other members of the District's staff or Governing Board should be contacted about this procurement during the bidding process. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

VIII. INSTRUCTIONS TO BIDDERS

A. Qualified Bidders

1. Bidders are advised that in selecting a Contractor(s), the District reserves the right to consider financial responsibility and the general competency of each proposer. The District requires that each proposer is properly licensed and sign and submit with his proposal the attached statement of his experience, current financial condition, and references. Contractor(s) must be registered with the Department of Industrial Relations (DIR) and provide said DIR number on a yearly basis or contract will be void.

B. Completion of Proposal and Supporting Documents

1. Each proposer shall complete each blank of each page of the attached Proposal and supporting documents, including Proposer's Statement of Financial Conditions and References and Proposal Sheet. Blanks shall be completed in ink and shall be legibly printed by hand. The completed forms shall be without interlineations, alterations, or erasures.
2. Proposers are particularly alerted to the requirement to clearly indicate, under penalty of perjury, the license number, and license expiration date.
3. Any proposal which fails to set forth this information under penalty of perjury may be rejected as non-responsive.
4. Proposers must be registered with the DIR and must indicate their registration number. All subcontractors listed must also provide an active DIR Number.
5. The District may, in its discretion, reject any proposer to which the proposer has added conditions, limitations, provisions, or any interlineations or alterations. The District will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the proposal documents themselves.

C. Omissions and Discrepancies

1. Should a proposer find discrepancies or omissions from the documents contained herein, or should he be in doubt as to their meaning, he should **immediately** notify the District who may send a written instruction to all proposers.

D. Signature and Seal

1. If the 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.

E. Withdrawal of Proposal

1. Any bid may be withdrawn, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the

amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

2. Bids may be withdrawn after bid opening only by providing written notice to District within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the District.

F. Modification of Proposal

1. Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.
2. Any proposer who may wish to modify the proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Section V.E hereof prior to the date and time set by the Notice Requesting Proposals herein for the receipt of proposals, and (b) submitting a substituted proposal which conforms to the requirements set forth in this Request for Proposals prior to the date and time set by the Notice Requesting Proposals.
3. A proposal shall be deemed withdrawn once it has been delivered to the District by the one requesting withdrawal deposit in the United States mail, addressed the District. After withdrawal, the District will not recognize modifications of proposals attempted by methods other than as set forth in this paragraph.

G. Execution of Contract

1. The proposer(s) to whom the award is made shall execute a written contract with the District on the form of Contract provided herein (which shall incorporate by reference the Proposal); together with the Labor Code Certification therein, Certificates of Insurance as required in the preceding paragraph within ten days from the date of mailing the Notice from the District to the proposer, as set forth above, of the acceptance of his proposal.
2. 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.

H. Mathematical Errors

1. In the event the District determines that there has been a mathematical error on the Proposal Sheet resulting from incorrect multiplication of unit prices times quantities or incorrect addition of bid prices to determine the total proposal, unit prices shall control and the multiplication and the total proposal amount shall be corrected accordingly prior to evaluating the bid.

I. Bidders Interested in More Than One Bid

1. No Bidder shall be allowed to make, file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder when also submitting a prime Bid on the same Project.

IX.EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- D. At its own expense and prior to submitting its Bid, each Bidder may request to visit the site of the proposed work and fully acquaint itself with the conditions relating to the services outlined in this RFP and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract.
- E. Each Bidder shall carefully examine all the RFP documents and shall read the Specifications, Contract, and all other documents referenced herein.
- F. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages, and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required.
- G. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this section.

X.INTERPRETATION OF DRAWINGS AND DOCUMENTS

- A. Prospective Bidders unclear as to the true meaning of any part of the scope of work may submit to the District a written request for interpretation.
- B. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the scope of work will be made only by a written addendum duly issued, and a copy of such addenda will be mailed or delivered to each prospective Bidder.
- C. The District will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the proposed scope of work, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the District.
- D. The District will not be responsible for any other explanation or interpretations of the proposed documents.

XI.ADDENDA

- A. The District reserves the right to revise the scope of work. Revisions, if any, shall be made by written Addenda.
- B. All Addenda issued by the District shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the District will extend the deadline for submission of Bids.
- C. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Any Addenda will be posted on the District's bidding website or by email or mailing/street address provided by the proposer. However, the District is neither responsible for verifying the proposer's contact information nor ensuring that the proposer receives all addenda information. It shall be the proposer's responsibility to be

sure that he has received all addenda prior to submitting his proposal.

Note: Bidders are responsible for ensuring that they have received any and all Addenda. The Bidder shall acknowledge the Addenda in their Responses to the RFP. Failure to acknowledge all Addenda may be sufficient cause for rejecting the Bid.

XII.SUBCONTRACTORS

- A. Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work described in the scope of work and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

XIII.COMPLETION OF BID FORMS

- A. Bids shall only be prepared using copies of the Bid Forms, which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted.
- B. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms.
- C. 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 Forms may result in the Bid being deemed non-responsive.

XIV.BIDDER INFORMATION AND EXPERIENCE FORM

- A. Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The District reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

XV.DATA TO BE SUBMITTED WITH PROPOSALS

- A. Parties interested in submitting proposals for this Project must respond with all of the information requested below. The vendor's proposal will be considered if all of this information is provided:
- B. Proposal Formatting
 1. Proposals shall be concise, well organized, and demonstrate the vendor's qualifications and experience applicable to the Project. Each proposal shall be limited to 20 one-sided pages (8 1/2" x 11"), exclusive of a cover letter, resumes, dividers, and front and back cover, that includes the contents identified below.
- C. Proposal Content
 1. In addition to the Bid Forms, proposals shall include, at a minimum, the following content. Proposing firms will be scored directly based on the content in each section – information omitted from any section will not be scored in that section.

i. Firm Overview and Project Team Experience:

- a. The firm overview shall include the Vendor's name, Corporate and local office address, telephone number, number of employees in the local office, and the contact person for the proposal. Provide resumes for the members of the proposed project team to demonstrate their experience/expertise related to this project.
- b. The proposed Vendors should provide the primary location where the repairs are intended to be performed and its distance from the District's office.

ii. Performance of Work Similar in Character and Project Approach:

- a. Provide a list of projects of similar nature and complexity to the District-requested work that the proposed project team has completed in the past five (5) years. Indicate the role(s) of each Project team candidate in the Projects listed. Include contact names and telephone numbers along with the references.
- b. Provide a discussion of your understanding of what the Project objectives are and how your team plans to accomplish them effectively. Discuss your firm's approach and philosophy of addressing the scope of work requested by the District. Identify additional services recommended and included above and beyond those listed in the RFP. Include a discussion of lessons learned from experience with previous facility plans.
- c. Provide discussions on the proposed approach showing how the requested scope of work will be performed meeting District's needs.
- d. Provide discussions on the proposed approach for handling the Emergency work requested by the District (required response time should be less than 24 hours from the time of the District's request), how this approach is different from the non-emergency work, and how the accelerated schedule can be achieved.
- e. Summarize the key features of your Proposal and how you are going to fulfill the requirements of this proposal.
- f. To the best of your ability, identify any "risks" or "variables" that could affect your ability to provide the Services required or lead to unsatisfactory results.

iii. Ability to Provide Services - Key Personnel & Resources:

- a. Identify the individual being proposed as the team lead/project manager, the firm's primary contact in case of an emergency, the various labor discipline experts, office assistants, and the team organization, including individual staff assignments and their relationship to the tasks.
- b. Provide your company's QA/QC Protocol to ensure that the District-requested work is performed meeting the District quality requirements.

iv. Safety and Claims History:

- a. The Respondent shall provide a history of all Claims for the past five (5) years.
- b. Provide a summary of the Respondent's safety program and safety record, including supporting evidence (Safety Record Documentation). The RFP must include the following safety information for the past five (5) years:
 - 1) Experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.

- 2) Describe all OSHA violations and all workers' compensation and safety claims.
- 3) Completed OSHA Form 300A, Summary of Work-Related Injuries and Illness.

v. Fee Proposal:

- a. Bidders should provide a written acknowledgement that the District-requested services will be provided at **cost plus 15% markup**. The Bidders encouraged to provide their own recommendation and justification for the value of the markup. However, the District reserves the right to negotiate the markup the successful bidders prior to contract agreement execution.

XVI. SELECTION PROCESS

- A. The District uses a Qualifications Based Selection process in determining which Respondents will be selected. The District will establish a Selection Committee, which will be responsible for evaluating the received Proposals. Received Proposals may be reviewed by the District and members of the District's Consultant Support Team.
- B. After the District receives the Proposals, the Selection Committee will review the Proposals based on completeness, responsiveness to RFP, and demonstration of qualifications of the Respondent. The Selection Committee will recommend to the District's Board of Directors and General Manager the most qualified Respondent.
- C. Selection of qualified Respondents by the Selection Committee does not commit the District to award a contract, to defray any costs incurred in the preparation of a Proposals, or to procure or contract for services. In addition, The District reserves the right to reject any or all Proposals and to waive any and all irregularities to choose the firms that, in its opinion, best serves its interests. The District will not be liable for any costs incurred by the proposer's incidental to the preparation and presentation of qualifications, either orally or in writing.

XVII. LICENSING REQUIREMENTS

- A. Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for the performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.
- B. Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.
- C. Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **UL-Certified, and highly desirable but not required C-10 - Electrical Contractor**. It shall be noted that any proposed subcontractors should have an appropriate CSLB Licensing Classifications for the work to be performed for the duration of the contract.

XVIII. BID GUARANTEE (BOND)

- A. The successful Bidders will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.
- B. Each bid shall be accompanied by (a) cash; (b) a certified or cashier's check made payable to Jurupa Community Service District; or (c) a Bid Bond secured from a surety company satisfactory to the Board of Directors of the District, the amount of which shall not be less than ten percent (10%) of the **Total Contract Value**, made payable to Jurupa Community Service District as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in the Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the District provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and District may enter into a contract with the next lowest responsive, responsible bidder or may call for new bids. No interest shall be paid on funds deposited with the District. The District will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after the award of the contract.
- C. Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the contract.
- D. It is up to the bidder to provide a Bid Guarantee for the entire duration of the Contract for three (3) years, or to choose to renew those bid guarantees on yearly basis. However, if a bidder chooses to execute the latter option, it should be the bidder's responsibility to assure timely renewal submission of the bid guarantees to the District.

XIX. RETENTION

- A. No retention will be withheld from the payment.

XX. IRAN CONTRACTING ACT OF 2010

- A. In accordance with Public Contract Code Section 2200 *et seq.*, the District requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the District with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
- B. The form of such an Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

XXI. NON-COLLUSION DECLARATION

- A. Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

XXII.PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

- A. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors 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. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' 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 Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

XXIII.WORKERS' COMPENSATION CERTIFICATION

- A. In accordance with the provisions of Labor Code Section 3700, the Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:
 1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
- B. The form of such Workers' Compensation Certificate is included as part of this document.

XXIV.SIGNING OF BIDS

- A. 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.
- B. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

XXV.PREVAILING WAGES

- A. 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 available at the Engineering Department of the District or may be obtained online at <http://www.dir.ca.gov>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).
- B. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any

subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- C. The work associated with the requested work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

XXVI.DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

- A. 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 Labor Code Sections 1777.1 or 1777.7. Any contract 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 Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

XXVII.INSURANCE REQUIREMENTS

- A. Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the copy of the Agreement presented in Attachment B.

XXVIII.PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

- A. The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond, each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and is admitted by the State of California. Each bond shall be accompanied, upon the request of the District, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to District within ten (10) working days from the date the District provides the successful bidder with the Notice of Award.

XXIX.SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES

- A. 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 Documents.

XXX.PERMIT AND INSPECTION FEE ALLOWANCE

- A. Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction

inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

XXXI.FILING OF BID PROTESTS

- B. Bidders may file a “protest” of a Bid with the District’s Deputy Director of Operation. In order for a Bidder’s protest to be considered valid, the protest must:
 - 1. Be filed in writing within five (5) calendar days after the bid opening date;
 - 2. Clearly identify the specific irregularity or accusation;
 - 3. Clearly identify the specific District staff determination or recommendation being protested;
 - 4. Specify in detail the grounds for protest and the facts supporting the protest; and
 - 5. Include all relevant, supporting documentation with the protest at the time of filing.
- C. If the protest does not comply with each of these requirements, the District may reject the protest without further review.
- D. If the protest is timely and complies with the above requirements, the District’s Engineering Manager, or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The Engineering Manager will provide a written decision to the protestor.
- E. The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

XXXII.BASIS OF AWARD; BALANCED BID

- A. The District shall award the contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.
- B. 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.
- C. Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District’s Board may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

- D. Proposals will be reviewed within 20 calendar days after the final closing date specified in this RFP.
- E. The award or awards, if made, will occur within ninety (90) days of the specified closing date.
- F. The District reserves the right to reject any and all proposals and to waive any irregularity.

XXXIII.EXECUTION OF CONTRACT

- A. Notice of Award shall be made to the successful proposer(s) in writing.
- B. As required herein, the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the Jurupa Community Service District until **3:00 PM on April 1, 2021.**

NAME OF BIDDER: _____

To the Honorable Board of Directors
of the Jurupa Community Service District
11201 Harrel St,
Jurupa Valley, CA 91752

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

WELLS MOTORS REPAIR SERVICES

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE.

The undersigned has acknowledged receipt, understanding, and full consideration of any addenda to the Contract Documents.

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Non-collusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Riverside County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank has been prepared in the amount of _____, which is not less than ten percent (10%) of this bid, payable to Jurupa Community Service District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work. The Jurupa Community Service District shall be in receipt of either of these items before the time and day set for the receipt of bids.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Jurupa Community Service District.

Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder

the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at _____, on this ____ day of _____, _____.

(Bidders Name – Print or Type)

(Name and Title)

(Corporate Seal)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the Jurupa Community Service 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 WELLS EQUIPMENT REPAIRS SERVICES

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; 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 Documents 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.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work	Prime Contractor's Mark-up on a Subcontractor

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

Email Address

4.0 How many years has Bidder’s organization been in business as a Contractor?

5.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated? _____

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

15.0 Name of Bonding Company and Name and Address of Agent:

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ARTICLE 2. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Changes Occurring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

ARTICLE 3. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Date _____

1.5 Non-Collusion Declaration

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].

Name of Bidder _____

Signature _____

Name _____

Title _____

1.6 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:

(1) identified on the current list of person and entities engaged 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

(2) a financial instruction 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.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

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.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors 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. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

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 as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.8 Contractor's Certificate Regarding Workers' Compensation.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to

be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Jurupa Community Service District, (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its Board, members of the Board, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Jurupa Community Service District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named

in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

END OF PAYMENT BOND