

RUBIDOUX COMMUNITY SERVICES DISTRICT  
JURUPA VALLEY, CALIFORNIA

**BIDDING DOCUMENTS**

FOR MARKET STREET AND 24TH STREET PIPELINE RELOCATION

**A. INSTRUCTIONS TO BIDDERS**

**1. Responsible Bidders**

Bidders are advised that in selecting the Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his bid proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

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

Bidder shall submit his bid proposal on the forms contained within these Bidding Documents (Bid Proposal Packet) provided with the Contract Documents issued by Owner or Owner's representative directly to Bidder. Owner will not accept bid proposals submitted on forms other than those contained within said Bid Proposal Packet included in the Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the bid proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted bid proposal.

Bidder shall complete the attached bid proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Declaration, Public Works Contractor Registration Certification, Iran Contracting Act Certification, Executive Order N-6-22 Certification, and Bid Proposal Guarantee.

Pursuant to Labor Code sections 1725.5 and 1771.1, no bid will be accepted nor any contract entered into without proof of Bidder's and subbidders' current registration with the Department of Industrial Relations. 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. Each Bidder shall provide the Public Works Contractor Registration Number for each listed subbidder in the space provided in the listing of subbidders.

**Bidder shall complete each blank on each page. Each entry within the Bid Schedule(s) shall be printed by hand in blue or black ink, and each entry on remaining forms shall be completed by hand or typewritten; forms shall be signed in accordance with Item A.4 herein. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any bid proposal which does not include bids on all bid items set forth in the Bid Schedule(s). Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.**

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

**3. Omissions and Discrepancies**

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall **immediately** notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

**4. Signature and Seal**

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 partnership, it shall be signed with the 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 Guarantee**

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Civil Procedure Code Section 995.710, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute 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 bid 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. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the Contract.

**6. Packaging and Delivery of Bid Proposal and Guarantee**

Once the bid proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the bid proposal guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed, and delivered or mailed, postage prepaid, to:

**RUBIDOUX COMMUNITY SERVICES DISTRICT**

**Street Address**  
**3590 Rubidoux Boulevard**  
**Jurupa Valley, CA 92509**

**Mailing Address**  
**P.O. Box 3098**  
**Riverside, CA 92519-3098**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of \_\_\_\_\_ (Bidder's Name)

for \_\_\_\_\_ (Project Name Appearing on Cover Sheet)

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.

**7. Withdrawal of Bid Proposal**

Any 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 is made in writing and duly executed by the Bidder or the Bidder's duly authorized representative and delivered to the Owner at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder 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 Instruction 8 herein.

**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 Instruction 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, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder submitting a responsive bid who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids, to waive any irregularity, or to award the subject Contract to other than the lowest Bidder. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. However, if the amount set forth as a unit price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the item cost column, then the amount set forth in the item cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

**10. Return of Proposal Guarantees**

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

**11. Bond(s) and Certificates 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 admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a contract performance bond in an amount of not

less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the Contract.

In addition, the successful Bidder shall promptly secure with a responsible corporate surety or sureties admitted in and regulated by the State of California and, if the Work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570, a payment bond (not required for materials only proposal) 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.

Owner may request the successful Bidder submit a certified copy of the certificate of authority of the surety insurer issued by the California Insurance Commissioner and to submit copies of the surety insurer's most recent quarterly and annual statements filed with the Department of Insurance pursuant to California Insurance Code, Section 900, et seq.

The successful Bidder shall also furnish Certificates of Insurance as evidence of coverage in accordance with the Contract Appendix.

All bonds shall be subject to the approval of the Owner, and shall be submitted on the forms provided in the Contract section of the Contract Documents. All Certificates of Insurance shall be subject to the approval of the Owner and shall be submitted on the forms provided in the Contract section of the Contract Documents.

## **12. Execution of the 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, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No bid proposal shall be considered binding upon the Owner until the Contract has been executed. Failure or refusal by the successful Bidder to so enter into a Contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the bid proposal guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the Bidder whose bid proposal is next most acceptable 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.

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. Withheld Contract Funds**

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 30 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

**B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS**

TO THE PRESIDENT OF THE TO THE PRESIDENT OF THE BOARD OF DIRECTORS, RUBIDOUX COMMUNITY SERVICES DISTRICT, JURUPA VALLEY, CALIFORNIA (Owner):

**1. Proposal**

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for MARKET STREET AND 24TH STREET PIPELINE RELOCATION.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bid Schedule(s).

The Bidder further agrees that he shall execute such Contract within ten days from the date of mailing to him written notice of the Owner's acceptance of this proposal, that within the same time he shall furnish performance and payment bonds\*, along with required certificates of insurance, and that upon failure to do so within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the Contract and furnishes the required performance and payment bonds\* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner 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 pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

\*Payment bond not required for materials only proposal.

**2. Statement of Experience\***

a. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work. Bidder (Contractor) shall perform Work in excess of thirty percent (30%) of the total bid.

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

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

Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_ (also complete certification form herein)

b. Bidder Projects

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four (4) projects similar to the type of work specified that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

2) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

b. Bidder Projects (Continued, attach additional sheets if necessary)

3) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

4) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

5) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone & Email): \_\_\_\_\_

\_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

c. Bidder's Principals and Key Personnel (attach additional sheets if necessary)

If Bidder (Contractor) has less than 5 years' experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience to warrant consideration for award; Owner will determine whether Bidder (Contractor) has sufficient work experience to meet the 5 years' work experience requirement.

1) Name: \_\_\_\_\_

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

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

2) Name: \_\_\_\_\_

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

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

d. Has Bidder been involved in litigation with any owner of any project within the last 10 years? \_\_\_\_\_ . If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

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

e. Bidder is advised that it may be required to submit a signed financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition prior to award of Contract. Said statement, data, or information may be considered in selecting the successful Bidder.

\* Not required for materials only proposal





2. **Statement of Experience\*** (Continued)

g. List of Subbidders (copy and attach additional sheets if necessary)

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent (1/2%) of the total bid amount. Attach additional sheets if necessary. State the subbidders' names, addresses, contractor license information, DIR public works contractor registration number, and the portion of Work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. Subbidders' experience shall be included in Section B.2.h herein.

If Bidder fails to specify a subbidder for a portion of Work to be performed in excess of one-half of one percent of the Contractor's total bid amount, the Contractor agrees, pursuant to Section 4106 of the California Public Contract Code, that the Contractor is fully qualified to perform that portion, and will perform such portion of the Work.

1) Subbidder Name: \_\_\_\_\_

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

Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

2) Subbidder Name: \_\_\_\_\_

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

Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

3) Subbidder Name: \_\_\_\_\_

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

Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

4) Subbidder Name: \_\_\_\_\_

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

Contractor License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

\* Not required for materials only proposal

h. Subbidder Experience (copy and attach for each subbidder, two pages)

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

1) Subbidder Projects:

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two (2) projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

a) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): \_\_\_\_\_

\_\_\_\_\_

b) Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Owner (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Engineer (Name, Address, & Phone): \_\_\_\_\_

\_\_\_\_\_

Person in Charge of Project (Name, Phone, & Email): \_\_\_\_\_

\_\_\_\_\_

\* Not required for materials only proposal

2. **Statement of Experience\*** (Continued)

h. Subbidder Experience (Continued, copy and attach for each subbidder)

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

2) Subbidder's Principals and Key Personnel (use reverse side or attach additional sheets if necessary)

If any subbidder (subcontractor) has less than 5 years' experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience to warrant consideration for award; Owner will determine whether subbidder (subcontractor) has sufficient work experience to meet the 5 years' work experience requirement.

a) Name: \_\_\_\_\_

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

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

b) Name: \_\_\_\_\_

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

Type of Work: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Capacity (Title): \_\_\_\_\_

3) Has subbidder been involved in litigation with any owner of any project within the last 10 years? \_\_\_\_\_ . If so, please describe the project and the nature and results of any litigation including any lawsuits settled prior to trial. (Attach additional sheets if necessary.)

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

\* Not required for materials only proposal

**3. Supplemental Instructions to Bidders**

- a. Bidder shall submit a proposal for each bid and subbid item. If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid or subbid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall have a minimum of 5 years' experience in the type of work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also have a minimum of 5 years' experience in the type of work specified.
- d. Bidder shall visit and inspect Work site and complete Certification of Bidder's Work Site Inspection to verify same.

**4. Bid Schedule**

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees. The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the Work. The estimated quantities for unit price items are for purposes of comparing bids only and Owner makes no representation that the actual quantities of Work performed will not vary from the estimates. Final payment shall be determined by Owner from measured quantities of Work performed based upon the unit price.

**BID SCHEDULE  
MARKET STREET AND 24TH STREET PIPELINE RELOCATION**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish contract bonds, project insurance, project permits, and project management.	N/A	L.S.	N/A	\$ _____
102	Mobilization of equipment, materials, and labor.	N/A	L.S.	N/A	\$ _____
103	Furnish trench protection in accordance with Cal/OSHA Standards for all trenches greater than 5' deep.	N/A	L.S.	N/A	\$ _____
104	Furnish, install, and maintain traffic control, including approved traffic control plans, all signs, delineators, arrowboards, flagmen, and all related work, all in accordance with the Contract Documents.	N/A	L.S.	N/A	\$ _____
105	Furnish and install 16" ductile iron pipe with restrained joints, including fittings (Stations 10+05.0± to 12+06.0±).	201±	L.F.	\$ _____	\$ _____
106	Furnish and install two (2) 16" butterfly valves (Station 11+85.00).	2	EA	\$ _____	\$ _____
107	Furnish and install connection to existing 16" waterline, including 16" ductile iron pipe and fittings, per Detail, Sheet 3 (Station 10+05.0±).	N/A	L.S.	N/A	\$ _____
108	Furnish and install connection to existing 16" waterline, including 16" ductile iron pipe and fittings, per Detail, Sheet 3 and Notes on Sheet 2 (Station 12+02.0±).	N/A	L.S.	N/A	\$ _____



**5. Contract Completion Schedule**

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 120 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the date established by the Contract Completion Schedule, as adjusted for due cause by Change Order.



**6. Certified Data**

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

a. Manufacturer of Ductile Iron Pipe and Fittings

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b. Manufacturer of Butterfly Valves

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c. Manufacturer of Air Valves

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d. Supplier of Asphalt Concrete Pavement

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e. Supplier of Class II Base

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**7. Certified Worker Craft and Classification**

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

Work*	Craft	Classification
<b>Examples:</b>		
Steel Tank Work	Operating Engineer	Group B-Crane Operator
Electrical Work	Electrician	Cable Splicer
Plant Work	Roofer	Helper
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
e. _____	_____	_____
f. _____	_____	_____
g. _____	_____	_____
h. _____	_____	_____
i. _____	_____	_____
j. _____	_____	_____
k. _____	_____	_____
l. _____	_____	_____
m. _____	_____	_____

\* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

**8. Certification of Bidder's Work Site Inspection**

I certify that I have visited and inspected the Work sites on the following dates:

<u>Site</u>	<u>Date Visited</u>
Market Street and 24th Street Pipeline Relocation	_____

I also certify that I am familiar with local conditions which may affect the performance of the Work and propose to perform the Work generally as follows:

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**Bidder's Authorized Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**9. Statement on Bonds and Insurance**

a. Names and addresses of all members of partnership or names and titles of all corporate officers:

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b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions 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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c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

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**10. Certification of Bidding Documents**

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

**BIDDER**

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

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

Email: \_\_\_\_\_

Telephone \_\_\_\_\_

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

(Authorized Representative, Written Signature)

Corporation organized

under the laws of the

State of: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Representative, Typed or Printed Name)

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

[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social Security Number: \_\_\_\_\_

**CALIFORNIA CONTRACTOR'S LICENSE:**

Class \_\_\_\_\_

(Class A or Class C-34 is required)

(Corporate Seal)

Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

**NOTARY**

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

STATE OF \_\_\_\_\_ )

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

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

**11. 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].

**BIDDER**

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

By: \_\_\_\_\_  
(Authorized Representative, Written Signature)

\_\_\_\_\_  
(Authorized Representative, Typed or Printed Name)

Title: \_\_\_\_\_  
[Individual, Partner, Corporate Officer (Title)]

**12. 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 for, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the Bidder's and subbidders' current Public Works Contractor Registration with the Department of Industrial Relations.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and that Bidder and all listed subbidders (subcontractors) are currently registered with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption:  Yes or  No

Bidder further acknowledges:

1. Bidder shall maintain its 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 maintain DIR 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.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

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<sup>1</sup> If the project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**13. 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.
- Owner has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Owner 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 \_\_\_\_\_

Title \_\_\_\_\_

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.



**14. Executive Order N-6-22 Certification**

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Owner funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Owner with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY OF PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as described in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the contractor. This certification is made under the laws of the State of California.

Signature: \_\_\_\_\_

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

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

Contractor: \_\_\_\_\_

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

**15. Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), \_\_\_\_\_ as Bidder and Principal, and \_\_\_\_\_ as Surety, are held firmly bound unto the RUBIDOUX COMMUNITY SERVICES DISTRICT, situated in Riverside County, California, hereinafter called the Owner, in the penal sum of \_\_\_\_\_ dollars, \$ \_\_\_\_\_, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for MARKET STREET AND 24TH STREET PIPELINE RELOCATION for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the Contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said Contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said Contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

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

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL:

SURETY:

Name \_\_\_\_\_

Name \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Representative, Written Signature)

By \_\_\_\_\_  
(Authorized Representative, Written Signature)

\_\_\_\_\_  
(Authorized Representative, Typed or Printed Name)

\_\_\_\_\_  
(Authorized Representative, Typed or Printed Name)

Title \_\_\_\_\_  
[Individual, Partner, Corporate Officer (Title)]

Title \_\_\_\_\_  
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

Attest: (If Corporation)

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

(Corporate Seal)

**NOTE:** Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

15. Bid Bond (Continued)

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

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me,
\_\_\_\_\_, 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 signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

On \_\_\_\_\_, 20\_\_\_\_, before me,
\_\_\_\_\_, 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 signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

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

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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Signature of Notary

(Notary Seal)

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the Work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

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 \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

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

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, a 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

**REQUIRED INFORMATION**

**Capacity Claimed by Signer**

**Description of Attached Document**

Corporate Officer - Title(s):  
\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Document Title or Type

Partner(s):  Limited  General

\_\_\_\_\_

Individual  
 Attorney-in-Fact

\_\_\_\_\_  
Number of Pages

Trustee(s)  
 Guardian or Conservator

\_\_\_\_\_  
Document Date

Other:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Above

**Signer is Representing:**

Name of Person(s) or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary may use a current California All-Purpose Acknowledgment form; however, Notary must complete the entire form, both required and optional portions.