

**WARNING:** ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.



**BID REQUIREMENTS, CONTRACT DOCUMENTS,  
GENERAL AND SPECIAL CONDITIONS, TECHNICAL  
SPECIFICATIONS AND PROJECT PLANS**

FOR

**KESSLER PARK  
DREAM FIELD PROJECT**

ON

**BLOOMINGTON, CALIFORNIA**

FOR

**BLOOMINGTON RECREATION & PARK DISTRICT  
BLOOMINGTON, CALIFORNIA**

**PROJECT NO.: 30.30.0154**

**ACCOUNT NO.: 6250003166**

**SAN BERNARDINO COUNTY  
DEPARTMENT OF PUBLIC WORKS - SPECIAL DISTRICTS  
222 WEST HOSPITALITY LANE, 2nd FLOOR  
SAN BERNARDINO, CALIFORNIA 92415-0450**

**DATE: MAY 2024**

**BID REQUIREMENTS, CONTRACT DOCUMENTS,  
GENERAL AND SPECIAL CONDITIONS, TECHNICAL  
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**FOR THE**

**KESSLER PARK  
DREAM FIELD PROJECT**

**AT**

**BLOOMINGTON RECREATION & PARK DISTRICT  
BLOOMINGTON, CALIFORNIA**

**Submitted by: Chuck Hernandez**, Project Manager  
Department of Public Works - Special Districts

**Reviewed by: Byanka Velasco**, Deputy Director  
Department of Public Works - Special Districts

**Approved by: David Doublet**, Assistant Director  
Department of Public Works - Special Districts

**Approved as to form:**

**By: Aaron D. Gest**, Deputy County Counsel

**Contract Compliance Review:**

**By: Byanka Velasco**, Deputy Director  
Department of Public Works - Special Districts

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**SECTION A**  
**BIDDING REQUIREMENTS**

**KESSLER PARK  
DREAM FIELD PROJECT**

FOR

**BLOOMINGTON RECREATION & PARK DISTRICT  
BLOOMINGTON, CALIFORNIA**

**PROJECT NO.: 30.30.0154**

**ADVERTISEMENT FOR BIDS  
FOR THE  
KESSLER PARK  
DREAM FIELD PROJECT**

Notice is hereby given that the Department of Public Works – Special Districts (Department), on behalf of the governing body for the Bloomington Recreation and Park District (District), will receive sealed bids for the **KESSLER PARK DREAM FIELD PROJECTS** on or before **June 6, 2024 at 3:00 p.m.** at their office at **222 W. Hospitality Lane, 2nd Floor, San Bernardino, California, 92415-0450**, at which time the bids will be publicly opened. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

**SCOPE OF WORK:** Contractor shall provide all supervision, labor, equipment, materials, and transportation necessary to complete the Project that includes demolition of existing dugouts, chain link fence removal and removal of infield and outfield landscaping. Perform a complete renovation of the little league baseball field (Field 2), including grading, installation of new concrete, turf field, brick backstop, dugouts, shade structures, scoreboard, vinyl coated chain link fencing, irrigation and drainage lines as shown on the Bid Documents, including the Plans and Specifications.

Bids can be submitted through the County Electronic Procurement Network (ePro) at <https://epro.sbcounty.gov/epro/> (however, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time) or in person at the Department. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified. Late or incomplete bids will be considered nonresponsive.** A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project). System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

PLEASE NOTE: All bidders and subcontractors must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, please see <http://www.dir.ca.gov/Public-Works/SB854.html>.

**A Mandatory Pre-bid meeting will start at 10:00 a.m. on May 23, 2024 starting at the Jurupa Avenue Parking Lot on Kessler Park, 18401 Jurupa Avenue, Bloomington, CA 92316. BIDS SUBMITTED BY FIRMS NOT ATTENDING THE MANDATORY PRE-BID MEETING WILL BE REJECTED AS NONRESPONSIVE.**

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification of contractor's license, for the work bid upon, and must maintain the license throughout the duration of the contract: California Class A (General Engineering Contractor) Contractor's Licenses. In order to be deemed responsive, the bidder must list, in the bid forms, at least three (3) projects of similar size and scope that it has completed over the last five years.

The Bid Documents, including final Specifications, are available at no cost to the bidder from the ePRO Website at <https://epro.sbcounty.gov/bsol>.

This Project is subject to California Prevailing Wage requirements. Copies of the prevailing wage rates are on file at the Department and shall be made available to any interested party on request. Copies are also included in the Bid Documents. A copy of these rates shall be posted by the successful bidder at the job site.

Bids must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the District in an amount not less than ten percent (10%) of the submitted total bid price.

The successful bidder will be required to furnish the District with a Performance Bond and a Payment Bond, each equal to 100% of the successful bid, prior to execution of the contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by the District to ensure its performance under the Contract.

The District shall award the Contract for the Project to the lowest responsible bidder as determined pursuant to Public Contract Code Section 20103.8(b). The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that are specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. Therefore, the lowest bid shall be the lowest total of the bid prices for the Total Base Bid and Additive Bid No. 1 and Additive Bid No. 2. A responsible bidder who submits the lowest bid for the Project as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive items after the lowest responsible bidder has been determined. The District reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

For information contact **Chuck Hernandez**, Project Manager at (909) 386-8832 or via email at [charles.hernandez@sdd.sbcounty.gov](mailto:charles.hernandez@sdd.sbcounty.gov).

By order of the governing body of for the District at San Bernardino, California.

 Digitally signed by Charles  
Charles Hernandez Hernandez  
Date: 2024.04.29  
15:39:07-07'00'

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**Chuck Hernandez**, Project Manager  
Department of Public Works - Special Districts

Published in: ePro

NOT FOR BID



## **INSTRUCTIONS TO BIDDERS**

### **KESSLER PARK DREAM FIELD PROJECT**

#### **1. FORM AND PREPARATION OF BID PROPOSAL AND SIGNATURE**

- A.** The bid proposal shall be submitted on the properly completed forms attached hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. Bids can also be submitted through the Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** System-related issues or procurement questions in ePro shall be directed to the Purchasing Department at (909) 387-2060.

- B.** The Opening Bid date is June 6, 2024 at 3:00 p.m.

**A Mandatory Pre-bid meeting will start at 10:00 a.m. on May 23, 2024 starting at the Jurupa Avenue Parking Lot on Kessler Park, 18401 Jurupa Avenue, Bloomington, CA 92316. BIDS SUBMITTED BY FIRMS NOT ATTENDING THE MANDATORY PRE-BID MEETING WILL BE REJECTED AS NONRESPONSIVE.**

*The individual attending the mandatory pre-bid meeting must comply with the following:*

- *Sign the individual's name on the official sign in sheet at the beginning of the meeting.*
- *Write the name and address of the company the individual represents; and*
- *Only one company may be shown as being represented by the individual attending.*

The Owner of this Project is the Bloomington Recreation and Park District, hereinafter referred to as "District". The Project is administrated by the Department of Public Works - Special Districts, herein after referred to as "Department".

No bid may be withdrawn for sixty (60) days following the bid opening.

For information regarding this Project, contact the Project Manager, **Chuck Hernandez at (909) 386-8832 or via email at [charles.hernandez@sdd.sbcounty.gov](mailto:charles.hernandez@sdd.sbcounty.gov)**. **DO NOT CONTACT THE PROJECT ARCHITECT.** All technical questions may be submitted to the Project Manager in ePro, via e-mail and in writing. Last date to submit questions is **Thursday, May 30, 2024 at 5:00 p.m.** No questions will be answered within 72 hours of the bid opening. Should any of the questions require changes to the specifications or requirements, an addendum will be issued to clarify those changes. Bidders shall be responsible for ensuring that they have received all addendums issued by the Department and the submittal of a bid shall be deemed to be based on the Bid Documents, as modified and/or clarified by any and all addenda.

- C.** Bid proposals must be submitted on the forms prepared and furnished for that purpose and which may be obtained on ePro or at the Department of Public Works - Special Districts office located at 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415 (909) 386-8800). All blank spaces in the bid proposal and bid sheet(s) shall be properly filled.

The phraseology of the bid proposal must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a bid proposal will render it unresponsive and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid proposal over the signature of the bidder. Alternative bid proposals will not be considered unless specifically provided for in the bid sheet(s).

- D. In the event of a discrepancy between the unit price and the total amount bid for an item work, the unit price bid will be considered correct and the total amount will be corrected to conform to the unit price. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.
- E. If the bid proposal is made by an individual, it shall be signed with a full name and address; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign their own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer(s). If a bid proposal is a joint venture, it shall be signed by a member of the joint venture and the full names and addresses of all partners of the joint venture shall be given.
- F. All the Work is to be done under contract to include the specifications, and contract documents prepared for **DREAM FIELD PROJECT**. Specifically, specifications entitled: “**KESSLER PARK DREAM FIELD PROJECT**.”
- G. Each bid shall be in accordance with the specifications, and other bid documents, copies of which may be obtained at the Department of Public Works - Special Districts, Telephone No. (909) 386-8800. There is a non-refundable cost of \$20.00 per Electronic CD. Specifications will be mailed upon request if accompanied by check or money order and bidder's Fed-Ex account number. The specifications, and other bid documents are also available at no cost to the bidder in ePro.

## 2. ADDRESS AND MARKING OF HARD COPY SUBMISSIONS INCLUDING BID PROPOSAL

- A. The envelope enclosing the bid proposal shall be sealed and addressed to:  
San Bernardino County  
Department of Public Works - Special Districts  
222 Hospitality Lane, 2nd Floor  
San Bernardino, CA 92415-0450
- B. The envelope shall be plainly marked with the name and address of the bidder in the upper left-hand corner and labeled “**Sealed Bids: KESSLER PARK DREAM FIELD PROJECT**”
- C. Bids can also be submitted through the Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol/>. However, hard copy documents that require separate submission will be delivered to the Department of Public Works - Special Districts Office prior to date and time set for the bid opening.

### 3. SUBMITTING THE BID PROPOSAL

- A. Bid proposals submitted after the time set forth for receiving bid proposals at the place so named herein will be returned unopened. It is the sole responsibility of the bidder to submit the bid proposal in accordance with all of the provisions contained herein.
- B. Bid proposals may be withdrawn upon the written request of the bidder prior to the time set forth for receiving and opening bid proposals without forfeiture of the bid security and/or bond. If a bid is submitted through ePro, then the bid may also be withdrawn in ePro prior to the scheduled time for receipt of bids. Bid proposals withdrawn after bid opening will cause the forfeiture of said bond and/or security as damages.
- C. Opening of Bids: Bids will be publicly opened in person and/or via virtual link at the Department's Administrative Office, 222 W. Hospitality Lane, 2nd Floor, San Bernardino, California, 92415. Due to the Covid-19 pandemic and to ensure compliance with social distancing requirements, the bid opening will also be conducted virtually via GoToMeeting. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in the Advertisement for Bids.

The Call-In Number, Access Code, and link information will be provided after the establishment of the bid list following the Mandatory Pre-Bid meeting.

- D. The District reserves the right to reject any or all bids, and to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so is in the best interest of the Public.
- E. Submitting via ePro – Once the contractor is registered in ePro and logged into the project for which contractor is submitting a bid on, contractor can enter the quote in the "Quote Tab" and then click Save and Continue. Contractor then must acknowledge and click yes on the terms and conditions in the "Terms and Conditions" tab. To submit and send the bid, contractor needs to access the "Summary Tab", scroll to the bottom of the page and then click the "Submit Quote" button prior to date/time set for bid opening. Failure to complete all tabs may result in the bid not being submitted electronically. If contractor has any questions, they may contact the District's Project Manager to get further directions.

### 4. BID BOND OR CHECK

The bid must be accompanied by a certified or cashier's check or bidder's bond issued by a surety company acceptable to the District, for not less than ten percent (10%) of the amount of the TOTAL BASE BID, made payable to the order of the District, given as a guarantee the bidder will secure the requisite insurance and bonds and enter into contract within ten (10) calendar days after being requested to do so by the District. If the bid is submitted to the Department of Public Works - Special Districts, the bid security shall be enclosed in the sealed and marked envelope along with the bid proposal. If the bid is submitted through the Electronic Procurement Network (ePro) then scan the bid security (bid bond/check) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside to: Department of Public Works - Special Districts, 222 Hospitality

Lane, Second Floor, San Bernardino, California, 92415-0450. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

Within sixty (60) calendar days after the award of the Contract, the District will return to each bidder the bid proposal security submitted with the bid proposal in the form of cash, cashier's check or certified check, except such security that may have been forfeited in accordance with the provisions stated herein. Bid bonds will be returned within sixty (60) calendar days after the award of the Contract, upon bidder's written request to the District, except such bid bonds which may have been forfeited in accordance with the provisions stated herein.

## **5. REGISTRATION OF CONTRACTORS**

All bidders shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California and possess a California Class A (General Engineering Contractor) Contractor's Licenses at the time of the scheduled bid opening.

## **6. LIST OF SUBCONTRACTORS FILED WITH BID AND REGISTERED CONTRACTORS/SUBCONTRACTORS**

In accordance with the provisions of Section 4100 through 4113 inclusive of the Public Contract Code of the State of California, each bidder shall submit with their bid proposal the name, location of place of business, and California contractor's license number of each proposed subcontractor who will perform work or labor or render service to the principal Contractor in an amount in excess of  $\frac{1}{2}$  of one percent (.5%) of the principal Contractor's bid, and shall state the portions of the work which will be done by each such subcontractor.

Contractor and all listed subcontractor(s) must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractor agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

## **7. LOWEST RESPONSIBLE BIDDER**

The District shall determine the low bid pursuant Public Contract Code Section 20103.8(b). The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the District from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. In order to be deemed responsive, the bidder must list, in the bid forms, at least three (3) projects with similar size and scope of work that it has completed over the last five years.

## **8. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

If any bidder is in doubt as to the true meaning of any requirements of drawings or specifications, or finds any discrepancies in, or omissions from the drawings or specifications,

the bidder may submit to the engineer a written request for an interpretation or correction thereof. The written request must be received by **Thursday, May 30, 2024 at 5:00 p.m.** The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made only by addenda to specifications or by dated revisions or drawings with a copy of each addition or change being furnished through the District to each prospective bidder. Only a written interpretation or correction by Addendum shall be binding.

Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, County, municipal or other governmental agency that has jurisdiction over the work. The more stringent requirement shall always prevail.

## **9. LOCAL AND SITE CONDITIONS**

- A.** Bidders shall read the specifications, examine the drawings and the bid documents, and make their own estimates of the existing conditions and the difficulties that will attend the execution of the work called for by the proposed contract, including uncertainty of weather and other contingencies prior to submitting bid proposals for the work.
- B.** Bidders shall satisfy themselves by personal examination of the location of the proposed work and by such means as they may choose as to actual conditions, limitations and requirements that may affect the execution of the work and as to the accuracy of the quantities stated in the Bid Sheet(s). The submission of a bid proposal shall be conclusive evidence that the Bidder has investigated the Project site and is aware and acknowledges the conditions to be encountered.

Information derived from the maps, specifications, profiles, drawings or from the Engineer or the Engineer's assistants shall not relieve the bidder of this responsibility.

- C.** The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or failure to visit and to be acquainted with the conditions at the proposed project site, shall in no respect relieve the bidder from any obligation imposed by the bid or by the contract. The submittal of a bid shall be taken as prima facie evidence of compliance with all instruction contained herein. Any or all addendums issued during the bid process must be submitted with the bid document or the bidder will be disqualified.
- D.** The quantities of work or material stated in the unit price items of the Bid Sheet(s) are supplied only to give an indication of the general scope of work; the District do not expressly or by implication agree that the actual amount of work or material will correspond therewith but reserves the right to increase or decrease the amount of any unit price item or to omit portions of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price.
- E.** Bidders shall not at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid Sheet(s).

## **10. GEOLOGIC AND SOILS CONDITIONS**

It shall be the bidder's responsibility to make all examinations, borings, and the field studies necessary for required excavation and embankment construction operations and to fully determine all cost factors related thereto which shall be included in the bid price for the work. The submittal of a bid will be accepted as prima facie evidence that in compliance herewith the bidder accurately and fully informed itself of all geological and soil conditions that will influence the cost of performing the work and that due consideration of all such factors was taken prior to making the bid.

The Contractor shall promptly notify the District, in writing, if any subsurface or latent physical conditions are encountered at the site differing from those indicated, if material is found that the contractor believes may be hazardous waste, or if unknown physical conditions are encountered of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

## **11. EXECUTION OF CONTRACT AND BONDS**

The successful bidder shall execute a written contract with the District in the form attached hereto and shall secure the payment of Workers' Compensation and the successful bidder shall also furnish a certificate of insurance evidencing the contractor has the required insurance at the time contractor executes the agreement, and approved bonds as required in the following paragraphs, all in accordance with the provisions hereof within ten (10) calendar days or such additional time as may be allowed by the Engineer from the date of the mailing of a notice from the District to the bidder according to the address given, of the acceptance of the bid proposal. If a bidder to whom award is made fails or refuses to enter into Contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by the cashier's check or Bidder's Bond shall become the property of the District as provided in Section 4, hereof, the award will be annulled and at the discretion of the District, the contract may be awarded to the next lowest qualified bidder. Such bidders shall fulfill every stipulation embraced herein as if the parties to whom the first award was made. A corporation to which an award is made may be required before the contract is finally executed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation.

- A.** The successful bidder shall furnish a bond with a responsible corporate surety or corporate sureties authorized to do business in California conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the contract. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by the District and shall not be less than one hundred percent (100%) of the total amount of the Contract Sum named in the contract.
- B.** The bidder to whom the contract is awarded shall also furnish a Labor and Material Payment Bond, approved by the District, in accordance with the provisions of Civil Code Sections 8150-8154 inclusive, and Sections 9550- 9566 inclusive. Said labor and material bond shall not be less than one hundred percent (100%) of the total amount of the Contract Sum named in the contract.
- C.** The surety on all bonds furnished must be satisfactory to the District. The party required

to furnish bonds pursuant to these instructions shall furnish such bonds at their own cost and expense. The District shall reject any bond if the surety's acknowledgment is not in the form included in the Contract documents.

- D. Permits** – The Contractor shall secure at his own expense, all permits and/or licenses necessary for the prosecution of the contract work, except for any permits and/or licenses that have been secured and paid for by the District. The Contractor shall obtain and pay for all licenses required by cities, State or Federal laws. The Contractor shall also be liable for any expense, of any kind, associated with any permit or license for any expense, of any kind, associated with any permit or license, including those obtained by the District, in excess of payments made by District prior to Contract Award.

The Contractor shall comply with the applicable requirements of all necessary permits and/or licenses, all at no additional cost to the District. Any inspection and/or testing fees required in connection with any governing permit and/or license shall be responsibility of the contractor, at no additional cost to the District.

## **12. INDEMNIFICATION, INSURANCE**

Any reference to “District” in this Section 12 refers to the Bloomington Recreation and Park District. Any reference “County” in this Section 12 refers to San Bernardino County. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:

- A. Indemnification:** To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by the District) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County, the District, and their authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County or the District seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County or the District from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's “passive” negligence but does not apply to the Indemnitee's “sole” or “active” negligence or “willful misconduct” within the meaning of Civil Code section 2782 provided such “active” negligence or “willful misconduct” is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's “active” negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire

percentage of liability for the claim not attributable to the “active” negligence or “willful misconduct” of the Indemnitees. The County and the District shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County or the District. The Contractor’s obligation to defend the County and the District shall be at Contractor’s sole expense, and not be excused because of the Contractor’s inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County or the District, unless the County and the District agree in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties’ intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Contractor shall ensure, by written subcontract agreement, that each of Contractor’s subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor’s work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor’s indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.

Contractor’s obligations under this Section are binding on Contractor’s and its subcontractors’ successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor’s performance of the work.

- B. Insurance:** The Contractor agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; builder’s risk insurance; and such other insurance that will protect it from claims for damages and personal injury, including death, which may arise from



operations under the contract, whether such operation be by the Contractor or by any subcontractor of the Contractor, or anyone directly or indirectly employed by the Contractor or any subcontractor of the Contractor in accordance with Section 11.2 of the General Conditions and the Construction Contract. **The Contractor agrees to provide the Department of Public Works - Special Districts with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the District.** All policies (excluding Workers' Compensation) shall name San Bernardino County, the District, and their officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County and District for adequacy of protection.

### **13. PREVAILING WAGES**

Bidders are hereby notified that this Project is subject to state prevailing wage guidelines. The prime Contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than the wage applicable for their work classification, as specified in the wage guidelines. The District have obtained the general prevailing rate of per diem wages in accordance with the law to be paid for the construction of the above Project. The schedules have been obtained from the Director of the California Department of Industrial Relations (DIR), and reference is hereby made to copies thereof on file with the Special District Department at 222 Hospitality Lane, 2nd Floor, Street, San Bernardino. CA 92415-0450, which said copies are available to any interested party upon request and included in these bid documents. Further, a copy shall be posted at each job site during the course of construction.

Contractor shall be registered with the DIR at time of bid submission and shall indicate its registration number as well as the registration number for all of its subcontractors that will be working on the project. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

### **14. NON-COLLUSION DECLARATION**

The District require all bidders to execute a Non-collusion Declaration in the form attached hereto. The District also reserves the right to require that the principal Contractor shall, before awarding any subcontract, secure from the proposed subcontractor(s) a Non-collusion Declaration in the form also attached.

### **15. SCHEDULE**

Prior to signing the Construction Contract, the Contractor shall submit on a form acceptable to

the District and representative of an overall construction schedule for the work. The construction start date will begin when the "Notice to Proceed" is issued and the completion date will be **180 calendar days** after the "Notice to Proceed" is issued by the Department of Public Works - Special Districts.

## **16. ASSIGNMENT OF CONTRACT AND SUBSTITUTION OF SUBCONTRACTORS**

No assignment by the Contractor of any Contract, or any part thereof, to be entered into in accordance with the Bid Documents and these Instructions to Bidders, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had the prior written approval of the awarding authority and the surety has had notice of such assignment in writing and has given written consent thereto.

No contractor shall substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid; or sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the contractor's total bid in which the original bid did not designate a subcontractor; except as provided by Section 4100 et. seq. of the Public Contract Code of the State of California.

## **17. PAYMENTS**

Payments will be made as outlined in the General Conditions. The Contractor must sign and submit the Affidavit of Completion prior to the Notice of Completion being recorded and retention paid. Progress payments shall be made no more than once every thirty (30) calendar days, nor shall the amount paid be in excess of ninety-five percent (95%) of the total contract at the time of completion. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300. Final payment shall be processed sixty (60) calendar days after the filing of the Notice of Completion. In addition, all payments shall be approved by the Division Engineer for the Department of Public Works - Special Districts.

## **18. TIME LIMITS OF WORK**

The contract work shall be completed within **180 calendar days** after the Notice to Proceed. In case all the work called for under the Contract is not finished or completed within the number of calendar days as set forth in the bid proposal, the Contractor shall forfeit to the District a specified sum of money, to be deducted from any payments due to the Contractor. The sum of money shall be **\$2,500** per calendar day more than the Contract Time as Liquidated Damages per Section 8.5 of the General Conditions.

## **19. GOVERNING DOCUMENTS**

Where a conflict of requirements exists between the various conditions of these documents, the more restrictive of the requirements shall apply.

## **20. EXPLANATION OF BID ITEMS**

The monies to be paid for the various items of work included in the Bid Sheet(s) shall constitute

the total obligation of the District as described in the Contract Documents, with the exception of costs specifically delegated to the District by the Contract Documents and no additional compensation will be allowed therefore.

## **21. SUBCONTRACTOR ELIGIBILITY**

**Ineligible Subcontractors** – Pursuant to the provisions of Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors' ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/dlse/debar.html>. Any contract entered into between a contractor and a debarred contractor 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, and any public money that may have been paid to a debarred subcontractor by a contractor on 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.

## **22. BID PROTEST**

Any Bidder submitting a Bid to the District for this Project may file a protest of the District's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works - Special Districts, 222 Hospitality Lane, Second Floor, San Bernardino, CA, 92415- 0450 before 4:00p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the District's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Governing Board of the District.

**BIDDER INFORMATION FORM**  
(TO BE COMPLETED AND SUBMITTED WITH BID)

**A. INFORMATION ABOUT BIDDER**

Failure to complete all information may render your bid non-responsive. [\*\*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

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: \_\_\_\_\_

6.5 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):

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

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

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

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

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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:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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

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**B. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number

**C. THREE (3) PROJECTS OF SIMILAR SIZE AND SCOPE COMPLETED OVER THE LAST FIVE YEARS**

In order for Bidder's bid to be considered responsive, Bidder must list at least three projects completed within the last five years of similar size and scope below. Failure to complete this section shall render a bid nonresponsive.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number



## **D. 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:

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2. Summarize each person's specialized education:

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

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4. Summarize such experience:

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

## **E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized officer 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 (Printed): \_\_\_\_\_

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

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

NOT FOR BID

## **BID PROPOSAL**

**PROJECT: KESSLER PARK DREAM FIELD PROJECT**

**LOCATION: BLOOMINGTON RECREATION & PARK DISTRICT  
BLOOMINGTON, CALIFORNIA**

**OWNER: BLOOMINGTON RECREATION & PARK DISTRICT**

**BID OPENING DATE: June 6, 2023 @ 3:00 p.m.**

**MANDATORY PRE-BID MEETING DATE: May 23, 2024 @ 10:00 a.m.**

**BID OPENING LOCATION: Department of Public Works – Special District  
222 Hospitality Lane, Second Floor  
San Bernardino, CA, 92415-0450**

### **Bloomington Recreation and Park District (“District”)**

In compliance with the Bid Documents, the undersigned has carefully examined the drawings and other documents on file with the Clerk of the Board, for the **KESSLER PARK DREAM FIELD PROJECT** at Bloomington, California, and fully understands the scope and meaning of the bid documents and has attended the **Mandatory pre-bid meeting**. The undersigned has also examined the site of the proposed work and is familiar with the local conditions at the place where the work is to be done.

### **ITEMIZED BID SHEET**

In the blanks provided, fill in the unit prices at which you propose to accomplish the work including all labor, materials, tools, apparatus, facilities, transportation, equipment, methods and procedures necessary to fully complete the work. Prices are inclusive of all applicable taxes, fees, bonds, insurance and required compensation pursuant to the laws of the State of California and San Bernardino County.

When discrepancies occur between words and figures, the words shall govern. When discrepancies occur between itemized bid and total bid, the detailed item shall govern. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail. Bidders are advised that they must include a proportional amount of overhead, profit, etc. within these bid amounts.

CONTRACTOR: \_\_\_\_\_

## **ITEMIZED BID PROPOSAL**

### **ITEMIZED BID SCHEDULE:**

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL EXTENSION	PLAN SET SHEET No.
1	Mobilization, Demobilization, Insurance and Bonds	1	LS			C-2.0
2	Demolition: Concrete saw cutting and removal, chain link fence removal, Field 2 Dugout Shelters removal, and site furnishings removal; to be stored on site.	1	LS			C-2.0
3	Clearing	53,500	SF			C-3.0
4	Fine Grading	53,500	SF			C-3.0
5	Infiltration Trench with 36" HDPE Perforated Drainage Pipe, and Atrium Drains	460	LF			C-3.0
6	24" x 24" Brooks Box	3	EA			C-3.0
7	12" x 12" Brooks Box	1	EA			C-3.0
8	HDPE Manhole Drainage Structure	1	EA			C-3.0
9	6" PVC Drainage Pipe	135	LF			C-3.0
10	18"HDPE Drainage Pipe	28	LF			C-3.1
11	Parkway Drain	1	EA			C-3.0
12	Field Drain	550	LF			C-3.0, PF-5.0
13	Synthetic Turf	42,700	SF			PF-2.0
14	Concrete Paving, 4-inches thick, joining existing concrete flush with doweling	850	LS			PF-2.0, PF-7.0
15	Baseball Field Equipment, Bases, Home Plate, Portable Pitching Mound, Pitcher's Rubber, Foul Ball Pole	1	LS			PF-2.0, PF-7.0

16	Cantilevered Dugout Enclosed with Vinyl Coated Chain Link Fence, Gates, Wind Screen	1	LS			PF-2.0, PF-3.0, PF-7.3
17	Grouted Masonry Brick Wall Backstop with Padding	1	LS			PF-2.0, PF-8.0
18	6' Vinyl Coated Chain Link Fence, Gates	615	LF			PF-2.0, PF-7.1
19	12" X 12" Fence Curb	615	LF			PF-2.0, PF-7.0
20	Team Dugout Bench	2	EA			PF-2.0, PF-3.0
21	Spectator Shade Structure	1	LS			PF-2.0, PF-10.0
22	Blue Monster	1	LS			PF-2.0, PF-9.0
23	Electronic Scoreboard	1	LS			PF-2.0, PF-7.2
24	4-Row Galvanized Bleachers	2	EA			PF-2.0, PF-7.2
25	Score Keepers Stand	1	EA			PF-2.0, PF-7.2
26	Stand Alone Bat Rack	2	EA			PF-2.0, PF-7.1
27	3/4" Crushed Rock	27	CY			C-3.0, C-4.0, PF-2.0
28	Patch and Repair Natural Turf	1	LS			C-3.0, C-4.0, PF-2.1
29	Natural Turf Irrigation Repair	1	LS			PF-6.0
30	Synthetic Turf Irrigation System	1	LS			PF-6.0
31	Electrical Conduit Raceway to Field to Backstop, Score Keepers Stand, Dugouts, Score board, Irrigation Low Voltage	1	LS			E-3.0
32	Erosion Control, SWPPP, QSD, QSP	1	LS			C-5.0
	<b>TOTAL BASE BID</b>				\$	

**Total Base Bid - Items 1 – 32: \$ \_\_\_\_\_ (Dollars)**

The above-mentioned TOTAL BASE BID includes applicable California state sales tax, bonds, fees, insurance and all other costs required to perform all the work described in the project drawings and specifications.

<b>ADDITIVE BID SCHEDULE No. 1:</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL EXTENSION</b>	<b>PLAN SET SHEET No.</b>
1	Provide and install Safety Mesh Fence	160	LF			
2	Provide and install Safety Mesh Fence Poles	4	EA			
	<b>TOTAL ADDITIVE BID No. 1</b>				\$	

**Total Additive Bid No. 1 - Item 1 - 2: \$ \_\_\_\_\_ (Dollars)**

The above-mentioned ADDITIVE BID No. 1 includes applicable California state sales tax, bonds, fees, insurance and all other costs required to perform all the work described in the project drawings and specifications.

<b>ADDITIVE BID SCHEDULE No. 2: CONCRETE PAVING</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL EXTENSION</b>	<b>PLAN SET SHEET No.</b>
1	Location 1 - Sawcut, remove and replace concrete paving	1800	SF			
2	Location 1 - Crushed Aggregate Base	35	CY			
3	Install Linear Trench Drain	80	LF			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL EXTENSION</b>	<b>PLAN SET SHEET No.</b>
4	Location 2 - Sawcut, remove and replace concrete paving	1799	SF			
5	Location 2 - Crushed Aggregate Base	35	CY			
	<b>TOTAL ADDITIVE BID No. 2</b>				\$	

**Total Additive Bid No. 2 - Items 1 – 5: \$ \_\_\_\_\_ (Dollars)**

The above-mentioned ADDITIVE BID No. 2 includes applicable California state sales tax, bonds, fees, insurance and all other costs required to perform all the work described in the project drawings and specifications.

**Total: Base Bid + Additive Bid No. 1 + Additive Bid No. 2: \$ \_\_\_\_\_ (Dollars)**

The quantities listed in the Itemized Bid Proposal are only an estimate for each of the items. The actual quantities encountered may be different and compensation will be based on the unit prices established above. In case of discrepancies between the "Unit Cost" and the "Total Extension", the "Unit Cost" shall prevail.

The District requires bids to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Pursuant to Public Contract Code Section 20103.8(b), for the purpose of determining the lowest bid price, the District shall determine the low bid to be the lowest total of the bid prices on the Total Base Bid plus Additive Bid No. 1 and Additive Bid No. 2 (Total Base Bid + Additive No. 1 + Additive No. 2).

If awarded, the contract shall be awarded to the lowest responsive, responsible bidder. This Section does not preclude the District from adding to or deducting any of the additive or deductive items after the lowest responsible bidder has been determined. **Failure to provide a cost for the additive or deductive bid items shall render the bid non-responsive.**

### **BID DEPOSIT**

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the TOTAL BASE BID, or, more specifically, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made payable to the District. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of District. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by District, and a District warrant for the full amount shall be issued to the undersigned within sixty (60) days from the time the Contract award is made by the District.

If the bid is submitted through the County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Department of Public Works – Special Districts, 222 Hospitality Lane, Second Floor, San Bernardino, California, 92415-0450. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

### **TIME**

If the proposal is accepted, the undersigned agrees to execute the required agreement and furnish complete insurance certificates with all endorsements along with the returned signed agreements within ten (10) calendar days of the District providing the Contract to bidder. The undersigned agrees to supply the required bonds within ten (10) calendar days from the date of the execution of the Contract.

### **TIME OF COMPLETION**

The undersigned agrees to complete the Work in **180 CALENDAR DAYS** after the "Notice to Proceed" is issued by the District. Refer to Bid Package for additional information and completion schedule requirements.

### **LIQUIDATED DAMAGES**

Pursuant to the provisions of Government Code section 53069.85 and in the event that all the Work called

for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the District the sum of **\$2,500 per calendar day** for each calendar day the work remains incomplete. The sum shall be deducted from any payments due or to become due to Contractor or if that sum is insufficient will be paid by Contractor to District. (See General Conditions).

#### **ADDITIONAL COMPENSATION (BONUS) FOR EARLY COMPLETION**

Contractor agrees that if the Work is completed prior to the specified Time of Completion required pursuant to the provisions of the Contract, Contractor may be entitled for the payment of extra compensation, as a bonus for completion prior to the specified Contract Time. Pursuant to Government Code section 53069.85, Contractor, as a payment of extra compensation for early completion of the Work, may be entitled to the sum of **\$2,500 per calendar day** each day prior to the specified Time of Completion, up to 14 total days, for a total additional compensation amount not-to-exceed **\$35,000**.

#### **REJECTION OF BIDS**

The undersigned agrees that the District reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid not affected by law, if to do so seems to best serve the public interest.

#### **VALIDITY OF BIDS**

The undersigned agrees that this bid will remain valid for 60 days after the bid opening.

#### **STATE LICENSES**

The undersigned hereby certifies that it is currently the holder of a valid California Class A (General Engineering Contractor) Contractor's Licenses as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of a valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

#### **INSURANCE**

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect undersigned and District from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with the General Conditions. The undersigned agrees to provide the Certificates of Insurance and Endorsements to District at the time Contractor executes the contract. All policies (excluding Workers' Compensation) shall name the District and as additional insureds. All coverage shall be subject to approval by the District for adequacy of protection.

#### **BONDS AND CONTRACT**

The undersigned agrees to execute the required standard contract and to furnish the District with a satisfactory labor and material bond and faithful performance bond, each bond in an amount equal to 100% of the Contract Sum. The bonds shall be secured from a surety company, or surety companies, satisfactory to the District within ten (10) calendar days of the contract award and shall be on District approved bond forms.



## **DEPOSIT SECURITIES**

Contractor may upon written request, and at their expense and after approval by the District, deposit substitute securities as described in Public Contract Code section 22300, in lieu of retention monies withheld to insure performance.

## **FORMER COUNTY OFFICIALS**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

## **INACCURACIES OR MISREPRESENTATIONS**

If during the course of the administration of this agreement the District determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this Contract may be immediately terminated. If this contract is terminated according to this provision, the District are entitled to pursue any available legal remedies.

## **VISITING THE SITE**

The undersigned has thoroughly examined the specifications and signed addenda (if any), has visited the sites and is thoroughly familiar with the contents and all of the conditions thereof.

## **DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Section 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall list on the designated form, the name, location of the place of business, the California contractor license number and the Department of Industrial Relations registration number of each proposed subcontractor who will perform work or labor or render services to the principal Contractor in an amount greater than one-half of one percent (.5%) of the total bid; and shall state the portions of the Work which will be done by each such subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Governing Board of the District.

The undersigned certifies that all subcontractor(s) listed are currently the holder of valid contractor's license(s) in the state of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The undersigned agrees that no contractor or subcontractor

may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100-4108) by the awarding authority, or a duly appointed hearing officer, the Director of Special Districts or his/her designee, shall prepare and certify a statement of costs incurred by the District for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Department of Public Works - Special Districts, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the District for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

#### **ADDENDA:**

If any addendums are issued during the bid solicitation period, bidder shall be responsible for ensuring that they have received all addenda issued for the Project. The submittal of a bid shall be deemed to be based on the Bid Documents, as modified and/or clarified by any and all addenda.

## DECLARATION

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury. The undersigned agrees to furnish the District non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

The undersigned declares: that the only person or parties interested in this proposal as principles are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of Contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the District, the undersigned shall execute a Contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check one:    ☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Other

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

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

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_\_) \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Primary Class \_\_\_\_\_

Expiration Date of Contractor's License \_\_\_\_\_

DIR Registration # \_\_\_\_\_

Federal Employee ID No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Declaration form.
3. Attached is the completed Designation of Subcontractors form.

4. Attached is the completed Bidder Information Form.
5. Attached is the completed Iran Contracting Act Certification.

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.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

NOT FOR BID

## BID BOND

The makers of this bond are, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as  
Surety and are held and firmly bound unto Bloomington Recreation and Park 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 \_\_\_\_\_  
\_\_\_\_\_  
(INSERT PROJECT NAME).

If the Principal does not withdraw its bid within the time specified in the  
Contract Documents; and if bid is rejected or, in the alternate, the Principal is awarded  
the Contract, signs 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 and upon default of the Principal shall be forfeited to the  
District, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal shall be the amount of this obligation as herein stated, as  
liquidated damages.

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 affect  
its obligation under this bond, and Surety does hereby waive notice of any such changes.

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 \_\_\_\_\_

## NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

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

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

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

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

\_\_\_\_\_  
(Date)

**END OF NON-COLLUSION DECLARATION**

## LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name, contractor's license number and the location of the place of business of and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. The District may, within its sole discretion, grant additional time to provide the below requested information.

If no subcontractor is specified for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater, or if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor	Location of Business	License Number	DIR Registration No.

Portion of Work	Subcontractor	Location of Business	License Number	DIR Registration No.

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

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_

**END OF LIST OF SUBCONTRACTORS FORM**



## 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.
- ☐ District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, 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 Work does not exceed \$1,000,000.

Signed \_\_\_\_\_

Titled \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

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

**END OF IRAN CONTRACTING ACT CERTIFICATION**