

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 **THREE HUNDRED (300) 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 **\$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).

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 Class 'A' (General Engineering) contractor's license 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 County of San Bernardino 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 County of San Bernardino 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 is entitled to pursue any available legal remedies.

VISITING THE SITE

The undersigned has thoroughly examined the drawings, specifications and signed addenda (if any), has visited the site 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 is 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 Pro 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: _____

BID BOND

The makers of this bond are, _____,
as Principal, and _____, as
Surety and are held and firmly bound unto County Service Area 70 Glen Helen ,
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.

[illegible]

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.
- ☐ City 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