

**OCEANO COMMUNITY SERVICES DISTRICT**

**BID FORMS**

**FOR**

**Storm Water Capture and Groundwater Recharge Project – 19th Street**

**OCEANO, CA**

**CONTRACT NO. 2023-01**

**BID PROPOSAL FORM**  
**TO THE BOARD OF DIRECTORS**  
**OF THE OCEANO COMMUNITY SERVICES DISTRICT**

**Storm Water Capture and Groundwater Recharge Project – 19th Street**  
**OCEANO, CA**  
**CONTRACT NO. 2023-01**

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_  
(include even if P.O. Box used)

**CITY, STATE, ZIP** \_\_\_\_\_

**PHONE NO: AREA CODE (\_\_\_\_) \_\_\_\_\_**

**FAX NO: AREA CODE (\_\_\_\_) \_\_\_\_\_**

**CONTRACTOR LICENSE NO. \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_**

**PUBLIC WORKS CONTRACTOR REGISTRATION NO: \_\_\_\_\_**

**TAX I.D. NUMBER: \_\_\_\_\_**

**BUSINESS TYPE (Check one): Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_**  
**Limited Liability Company \_\_\_**

**CONTACT PERSON NAME** \_\_\_\_\_

**CONTACT PERSON PHONE No.** \_\_\_\_\_

**CONTACT PERSON E-MAIL** \_\_\_\_\_

**EMPLOYER'S TAX IDENTIFICATION NUMBER** \_\_\_\_\_

Bidder agrees that the Bid and all prices shall remain open and shall not be withdrawn for a period of not less than **90 days** from the Bid Deadline, or until rejected by the District, whichever period is shorter.

**1. ADDENDA**

The undersigned acknowledges and confirms the receipt of the following Addenda:

<u>Addenda Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

and agrees that said addenda are covered in the bid proposal and shall form a part of the Contract Documents.

**2. CERTIFICATION OF INSPECTION OF THE SITE AND CONTRACT DOCUMENTS**

By signing below, bidder certifies that it: has received, carefully examined, and is fully familiar with all of the provisions of the Contract Documents, including all Addenda and attachments, and that said Contract Documents contain sufficient detail regarding the work to be performed; has notified the District of any errors or omissions in the Contract Documents and unusual site conditions; has carefully checked all words, prices, and statements in this Bid Proposal Form; and has visited the job site and conducted such other field investigations which are prudent and reasonable in preparing the Bid. Bidder agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in making the Bid.

**3. BIDDER’S REPRESENTATIONS REGARDING INSURANCE AND BONDS**

This Bid is made with the full knowledge of the kind, quantity, and quality of the materials and work required and, if it is accepted by the District, the bidder will enter into a Contract and furnish the bonds, insurance and other documents including project schedule as required by the Contract Documents within 10 business days after award and tender of the Contract. **By its signature below, the bidder agrees to provide the proper evidence of insurance and bonds within 10 business days after District’s tender of the Contract. Failure to do so may result in forfeiture of Bid Security and rescission of the award by the District.**

**4. CONTRACTORS LICENSE CERTIFICATION.**

The undersigned certifies that:

Contractor’s License No. \_\_\_\_\_ issued by the California Contractors State License Board (“CSLB”) to the undersigned on, , is current, valid, has not been revoked, suspended or cancelled, and is appropriate to the work to be undertaken.

Contractor’s License Classification(s): \_\_\_\_\_

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

Name of Qualifying Individual: \_\_\_\_\_

**5. TIME FOR COMPLETION**

The bidder agrees that if awarded the Contract, it shall complete the work within 100 calendar days after the date specific in the District’s Notice to Proceed.

## 6. ATTACHMENTS TO THIS BID PROPOSAL FORM

Enclosed herewith (except as otherwise provided for optional forms) and by this reference incorporated herein and made a part of this Bid Proposal Form are the following items:

1. Bid Item List
2. Designation of Subcontractors Base Bid Form
3. Declaration of Noncollusion
4. California Public Contract Code 10162 Questionnaire
5. California Public Contract Code 10232 Statement
6. California Public Contract Code 10285.1 Statement
7. Iran Contracting Act Certification
8. Non-Lobbying Certification for Federal-Aid Contracts
9. Disclosure of Lobbying Activities
10. Bidder's Bond or other Bid Security

Bids are to be submitted for the entire work. The amount for Bid comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total" column is the extension of the unit price bid on the basis of the approximate quantity for the item.

Accompanying this Bid Proposal is a bidder's bond, cash, cashier's check, or a certified check, payable to the Oceano Community Services District, for the sum of at least ten percent (10%) of the total of the base bid. The proceeds thereof shall become the property of the District if the Bid is withdrawn after the time fixed in the Notice to Bidders for the opening of Bids, or if, in case this Bid is accepted by the District and such bidder has received written notice that the Contract has been awarded to him/her, the undersigned shall fail within 10 business days to execute the Contract with the District and furnish all documents required in the Bid Documents. Otherwise, said Bid Security, except a bidder's bond, will be returned to the undersigned.

**7. BIDDER'S ORGANIZATION AND SIGNATURE AUTHORIZATION**

The undersigned certifies that he/she/they is/are authorized to sign this Bid and any subsequent Contract on behalf of the bidding firm or company and that the nature of this bidding firm is an individual, partnership, corporation, or limited liability company with the principals or authorized officers of the firm listed as follows:

Nature of Firm:

(Corporation, Partnership, Individual, etc.) \_\_\_\_\_

Principal Officers/Partners/Members: \_\_\_\_\_

\_\_\_\_\_

Name of President of Corporation: \_\_\_\_\_

Name of Secretary of Corporation: \_\_\_\_\_

Corporation is organized under laws of State of \_\_\_\_\_, and is authorized to transact business in the State of California.

\_\_\_\_\_  
Company/Contractor Legal Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print/type)

\_\_\_\_\_  
Title (print/type)

\_\_\_\_\_  
Date

**BID FORM - BID ITEM LIST FOR: Storm Water Capture and Groundwater Recharge – 19<sup>th</sup> St  
BASE BID**

ITEM NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
1	Mobilization (not to exceed 5% of bid)	1	Lump Sum		
2	Traffic Control System	1	Lump Sum		
3	Erosion and Sediment Control	1	Lump Sum		
4	Protect Existing Site Features	1	Lump Sum		
5	Construction Site Secure Fencing	1	Lump Sum		
6	Sawcut and Remove Existing Concrete Sidewalk	748	Square Feet		
7	Sawcut and Remove Existing Curb and Gutter	136	Linear Feet		
8	Sawcut and Remove Asphalt Concrete	272	Square Feet		
9	Remove Existing Tree	2	Each		
10	Remove Existing Fence	66	Linear Feet		
11	Excavation (including any haul away)	2466	Cubic Yard		
12	MC-7200 Stormtech Chamber System w/ geotextile, end caps, chambers, manifolds, inspection port	1	Lump Sum		
13	Embedment Stone	1235	Cubic Yard		
14	18" HDPE Pipe	24	Linear Feet		
15	Barracuda Max S8 Hydrodynamic Separator	1	Each		
16	48" Manhole	1	Each		
17	Hatch FL900 Flow Logger	1	Each		
18	Curb Inlet Catchbasin	1	Each		

19	Backfill	682	Cubic Yard		
20	Chain Link Fence	54	Linear Feet		
21	12' Chainlink Access Gate	1	Each		
22	Minor Concrete (Deep Curb and Gutter)	123	Linear Feet		
23	Minor Concrete (Deep Curb 8"x24")	160	Linear Feet		
24	Minor Concrete (Retaining Curb)	98	Linear Feet		
25	Minor Concrete (Curb Cut Type1)	6	Each		
26	Block Pavers	637	Square Feet		
27	Tree Grate, Frame, and Anchor	10	Each		
28	Cobble	0.6	Cubic Yard		
29	Asphalt Pavement (Heavy Duty Section)	107	Square Feet		
30	Asphalt Pavement Grind and Overlay	504	Square Feet		
31	Asphalt Pavement (Light Duty Section)	165	Square Feet		
32	Construction Funding Sign	1	Lump Sum		
33	Educational Sign	1	Lump Sum		
34	Irrigation System	1	Lump Sum		
35	Landscape	1	Lump Sum		
<b>TOTAL BASE BID</b>					

<b>ADDITIVE BID ITEM 1 - None</b>						
ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (IN FIGURES) DOLLARS. CENTS	TOTAL AMOUNT DOLLARS. CENTS
<b>TOTAL ADDITIVE BID</b>						
<b>GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS</b>						

Name of bidder \_\_\_\_\_

Signature of bidder \_\_\_\_\_

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

Date \_\_\_\_\_



**DESIGNATION OF SUBCONTRACTORS – BASE BID**

In accordance with the provisions of Public Contract Code section 4100 et seq., the undersigned bidder sets forth the following:

- a. The name, location of the place of business, and California contractor’s license number of each Subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's Total Bid.
- b. The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion. If the Subcontractor is not performing all of the work under the bid item number(s) listed for that Subcontractor, the bidder shall set forth the portion of the work relating to said bid item number(s) that will be done by the Subcontractor.

Bid Item No.	Description of Trade/Portion of Work	Subcontractor Name	License No.	DIR Reg No.**	Business Address	Percent of Total Bid

By: \_\_\_\_\_  
 (Bidder's Company Name)

NOTES: \*When there is a failure to list a Subcontractor as required, or when the bidder lists two Subcontractor for the same portion of the work, the law provides that the bidder agrees that bidder is fully qualified to perform that portion itself, and that the bidder shall perform that portion itself. In such case, bidder must be authorized to perform said work. Any Bid not complying with the provisions hereof may be rejected.

\*\* Pursuant to Labor Code Section 1771.1, no contractor or Subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

## DECLARATION OF NONCOLLUSION

In accordance with Public Contract Code Section 7106, the bidder declares as follows:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_ [name] of bidder], 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].

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

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

If the bidder fails to complete and properly sign this declaration, the Bid will be considered non-responsive and will be rejected.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

The bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

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

Company: \_\_\_\_\_

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

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

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

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

The bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

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

Company: \_\_\_\_\_

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

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

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

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

**PUBLIC CONTRACT CODE SECTION 10285.1  
STATEMENT**

The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided (above).**

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Company: \_\_\_\_\_

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

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

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

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

**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 regarding 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 prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County 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 work does not exceed \$1,000,000.

Company: \_\_\_\_\_

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

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

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

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.

**BIDDER'S BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

as Surety, are held and firmly bound unto the Oceano Community Services District, County of San Luis Obispo, State of California (hereinafter called "District") in the penal sum of Ten Percent (10%) of the total aggregate amount of the base Bid of the Principal above named, submitted by said Principal to the 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 and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas a bid to District for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_, 20\_\_\_\_, has been submitted by Principal to District for:

**Storm Water Capture and Groundwater Recharge Project – 19th Street  
Project  
OCEANO, CA  
CONTRACT NO. 2023-01**

NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the District in the event of any of the following:

- (1) The aforesaid Principal withdraws said bid after the time fixed in the Notice to Bidders for the opening of bids; or,
- (2) Principal fails to provide the District within the time(s) specified in the aforesaid contract documents all of the completed DBE documents required to perfect the Principal's bid before the contract is awarded; or
- (3) Principal fails, within fifteen (15) business days after receipt of written notice that the contract has been awarded to Principal, to enter into a written contract with District, in the prescribed form, in accordance with the bid as accepted, and file with the District the certificates of insurance as stipulated in Article 11 of the General Conditions and the two bonds (in the prescribed forms), one to guarantee faithful performance and the other to guarantee payment for labor and materials.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it

does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_

day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Principal

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Surety

\_\_\_\_\_

\_\_\_\_\_

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.