



FALLBROOK PUBLIC UTILITY DISTRICT

ANNUAL ONGOING PAVEMENT AND ASPHALT REPAIRS

The Fallbrook Public Utility District (“District”) will receive sealed bids for Annual Ongoing Pavement and Asphalt Repairs at **Fallbrook Public Utility District, 990 E. Mission Road, Fallbrook, CA 92028** no later than Tuesday April 30th, 2024, 3pm PST at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

The work generally consists of pavement and asphalt repairs throughout the District’s service area. The not-to-exceed annual total for this contract is \$300,000.00. The award shall be for an initial two-year period, with three one-year optional extensions, for a potential maximum of five years.

This contract shall cover asphalt or pavement repairs up to 10,000 SF in total size, per repair. Individual repairs over 10,000 SF in size shall be bid out separately and are not covered under the terms of this contract. Contractor shall factor in any other fees or charges (e.g. mobilization, traffic control, bonds, etc) not specifically called out, into the individual line items on bid form. Contractor agrees to comply with County of San Diego Standard Specifications for Asphalt and Pavement Repair and Replacement. In addition, Contractor shall replace striping and street markings, as-needed, to each repair completed.

Bids must be submitted on District’s Bid Forms. Bidders can obtain an electronic copy of the Contract Documents on the District’s website at www.fpud.com. Contractors should register for this project’s Prospective Bidders List to receive project updates. **Addenda and other notices will be posted on www.fpud.com and distributed to those parties registered for this particular project on this website.**

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at FPUD Corporate Office at 990 E. Mission Road, Fallbrook, CA 92028 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its bid. Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor’s license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: C-12, A.

Award of Contract: District shall award the Contract for the Project to the lowest responsible bidder as determined from the base bid alone by District. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Kevin Collins, Purchasing Supervisor, at kcollins@fpud.com.

1. CONTRACT DOCUMENTS

Bids must be submitted to District on the Bid Forms which are a part of the Bid Package for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of District by submission of a written request for an interpretation or correction to District. Such submission, if any, must be sent to the Purchasing Supervisor by emailing kcollins@fpud.com.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and e-mailed to each person or firm who has purchased a set of Contract Documents. District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. ADDENDA

District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, District will extend the deadline for submission of bids. District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name and e-mail address to which Addenda may be sent, as well as a telephone number by which District can contact the bidder. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda.

5. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces

(including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive.

6. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

7. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate (a) the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, (b) the California contractor license number, and (c) the portion of work each such subcontractor will perform on the form provided herein by District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

8. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and District shall reject the Bid. District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

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

duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

11. DELIVERY AND OPENING OF BIDS

Bids will be received by District at the address shown in the Notice Inviting Bids up to the date and time shown therein. District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

12. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

13. BASIS OF AWARD; BALANCED BIDS

District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. District may reject any Bid which, in its opinion when compared to other bids received or to District's internal estimates, does not accurately reflect the cost to perform the Work. District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

14. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to District. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

15. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

16. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, District's Board of Directors may award the contract. The apparent successful Bidder should begin to prepare the following documents: the required insurance certificates and endorsements. Once District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once District receives all of the properly drafted and executed documents and certifications from the Bidder, District shall issue a Notice to Proceed to that Bidder.

17. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with District's Engineering Manager. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- D. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, District's Engineering Manager, or other designated District staff member, shall review the basis of the protest and all relevant information. The Engineering Manager will provide a written decision to the protestor. The protestor may then appeal the decision of the Engineering Manager to the General Manager.

18. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

19. PREVAILING WAGES

District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at Fallbrook Public Utility District or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

20. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to 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.

21. IRAN CONTRACTING ACT CERTIFICATION

Each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code section 2200 et seq. as provided with the Bid Documents.

22. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

23. BONDS

The successful bidder shall furnish a Performance Bond and Payment Bond issued by a company licensed in California and AM Best rated as "good" or better. Each bond shall be in an amount equal to the two-year Contract Price before execution of the Contract Agreement. Each additional year of the contract, if FPUD chooses to exercise those extensions, shall have new bonds issued for that year.

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

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

25. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

BID FORM

NAME OF BIDDER: _____

| | DESCRIPTION | EST | | EA | TOTAL |
|---------------------------|--|--------|----|---------|---------|
| 1 | Asphaltic Concrete Paving with ¾” aggregate (up to 8” in depth) – 0-2,000 SF | 30,000 | SF | \$_____ | \$_____ |
| 2 | Asphaltic Concrete Paving with ¾” aggregate (up to 8” in depth) – 2,000+ SF | 5,000 | SF | \$_____ | \$_____ |
| 3 | Asphaltic Concrete Cold Mill Grind and 2” Cap with ½” aggregate – 0-2,500 SF | 7,500 | SF | \$_____ | \$_____ |
| 4 | Asphaltic Concrete Cold Mill Grind and 2” Cap with ½” aggregate – 2,500+ SF | 5,000 | SF | \$_____ | \$_____ |
| 5 | Asphaltic Concrete Cold Mill Grind and 2” Cap with 3/8” aggregate – 0-2,500 SF | 10,000 | SF | \$_____ | \$_____ |
| 6 | Asphaltic Concrete Cold Mill Grind and 2” Cap with 3/8” aggregate – 2,500+ SF | 5,000 | SF | \$_____ | \$_____ |
| 7 | Asphaltic Concrete Berm (Rolled) | 100 | LF | \$_____ | \$_____ |
| 8 | Asphaltic Concrete Berm (Machined) | 100 | LF | \$_____ | \$_____ |
| TOTAL COMBINED LINE ITEMS | | | | | \$_____ |

Contractor shall factor in any other fees or charges (e.g. mobilization, traffic control, bonds, etc) not specifically called out, into the individual line items. Contractor agrees to comply with County of San Diego Standard Specifications for Asphalt and Pavement repair and replacement. In addition, Contractor shall replace striping and street markings, as-needed, to each repair completed.

The Contract duration shall commence on July 1st, 2024. Square footage shown on bid form line items are estimates only. Regardless of square footage actually repaired, total amount shall not exceed \$300,000.00 annually. This contract shall cover asphalt or pavement repairs up to 10,000 SF in total size, per repair. Individual repairs over 10,000 SF in size shall be bid out separately and are not covered under the terms of this contract. The contract has a maximum possible life of five years.

The undersigned agrees that this Bid Form constitutes a firm offer to District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

1. Attached is the fully executed Non-Collusion Declaration form.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the completed Bidder Information Form.
4. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
5. Attached is the completed Iran Contracting Act Certification form.
6. Attached is the completed Public Works Contractor Registration Certification form.

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.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

END OF BID FORM

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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].

Name of Bidder _____

Signature _____

Name _____

Title _____

END OF NON-COLLUSION DECLARATION

CONTRACTOR INFORMATION AND EXPERIENCE FORM

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

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

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

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

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

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

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

7.1 Date of Organization: _____

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

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

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

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

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

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

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

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:

2. Summarize each person's specialized education:

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

4. Summarize such experience:

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

Additional Bidder's Statements:

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

E. VERIFICATION AND EXECUTION

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

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

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

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 and the location of the place of business, (b) the California contractor license number, and (c) 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. No additional time shall be granted 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, 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.

| Work to be done by Subcontractor | Name of Subcontractor | Location of Business | CSLB Contractor License Number | DIR Registration Number |
|---|------------------------------|-----------------------------|---------------------------------------|--------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Name of Bidder _____

Signature _____

Name & 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.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Name of Bidder: _____

Signature: _____

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 amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION