

REQUEST FOR BID

This Is Not An Order - Make A Copy For Your File - Return Original

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550		Issue Date	October 31, 2016
		Bid Number	RFB # 8218
C O N T R A C T O R	Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown below to: <p style="text-align: center;">SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550 ATTN: RFB # 8218</p> <p>Bids must be received at Sacramento Regional County Sanitation District Reception and logged in prior to the date and time indicated. Bids will not be accepted after 3:00 P.M. on:</p> <p style="text-align: center;">November 29, 2016</p>		
	For Additional Information Contact		
	Issuing Officer:	Tamblynn Stewart	
	PHONE:	(916) 875-9014	
		Merchandise or Service for Delivery To: Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to all of this Request for Bid:

Firm Name	Terms of Sale: Net 30
Signature	F.O.B. Point Destination
Printed Name	CSLB No.:
Federal Tax ID Number	DIR Registration No.:
Date	E-Mail:
Telephone:	Fax:

Digesters and GMS (Gas Management System) Electrical Upgrades

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed bids to provide all labor and equipment necessary for RFB # 8218 – Digesters and GMS (Gas Management System) Electrical Upgrades Project, located at 8521 Laguna Station Road, Elk Grove, CA 95758.

ENGINEER’S ESTIMATE: \$ 160,000 (Excluding any allowances)

Bids will be received at Regional San’s Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., November 29, 2016** to be publicly opened and declared aloud by Regional San representatives.

- 1) Any bidder who wishes its bid to be considered is responsible for making certain that its bid is actually delivered to the designated Regional San Office. Bids shall be addressed to the Sacramento Regional County Sanitation District, 8521 Laguna Station Rd, Elk Grove, CA 95758, ATTN: RFB # 8218.
- 2) Bidder envelope must clearly list contractor name and return address. Envelopes that do not list contractor name and address will not be opened.

Bidder shall be properly licensed in accordance with the Contractors’ Licenses Law; Business and Professional Code of the State of California.

Department of Industrial Relations (DIR) Compliance

- A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A **MANDATORY Pre-Bid Meeting** will be held on **November 15, 2016 at 9:00AM** at the Sacramento Regional Wastewater Treatment Plant (8521 Laguna Station Rd, Elk Grove, CA 95758). The purpose of the meeting is to review and clarify project requirements, conduct site inspection, and to respond to questions from the bidders.

Pre-Bid Meeting attendees must e-mail Ronald Kwok at kwokr@sacsewer.com with attendee names to RSVP prior to the meeting. This information is required to provide access at the Treatment Plant’s security gate.

Detailed bid request document can be obtained by contacting Tamblynn Stewart at (916) 875-9014 or stewartt@sacsewer.com

Detailed bid request document RFB # 8218 can be obtained by contacting the Regional San Bidline www.regionalsan.com/general-opportunities

Bid bond/deposit not less than ten (10) percent of the aggregate total bid is required to be submitted with the sealed bid.

Successful Bidder must furnish a 100 percent Performance Bond and Payment Bond.

Bidders are hereby notified that pursuant to Part 7, Chapter 1, Article 2, Section 1770, et seq., of the Labor Code of the State of California, the successful CONTRACTOR and its subcontractors shall pay their labor forces not less than the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations, and travel and

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subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this project. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding contractor to post and maintain a copy of said wages' determinations at the project site throughout the duration of the work.

Regional San hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations of beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy as set forth hereunder.

Regional San reserves the right to reject any or all bids and waive any irregularity in bids received.

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0. SCOPE OF WORK

The District has digesters (originally built in 1970's and 1980's) which do not have National Electric Code (NEC) Class I, Division 1 explosion proof 120V receptacles, 480V receptacles and lighting fixtures installed. RFB # 8218 will upgrade these digesters and bring them into NEC compliance.

The work to be completed in RFB # 8218 includes all labor, equipment and materials necessary to complete this project as stated in this RFB and on the drawings and specifications.

The following specifications and drawings are part of this contract:

Volume 1 of 2

- Part A - Specifications

Volume 2 of 2

- Part B - Drawings

Such other items or details not mentioned above that are required by the plans or these specifications shall be performed, placed, constructed, or installed in accordance with the latest version of the Sacramento County Standard Construction Specifications or Special Provisions.

KEY ACTION DATES

Bid Issue:	October 31, 2016
RFB Advertisement:	October 31, 2016 and November 6, 2016
<u>MANDATORY Pre-Bid Meeting</u>	November 15, 2016 at 9:00AM Sacramento Regional Wastewater Treatment Plant 8521 Laguna Station Road Elk Grove, CA 95758
Question Due Date:	November 21, 2016
DIR Registration Due:	November 23, 2016 Bids from Contractors not registered on the Department of Industrial Relations website by this date, will not be opened.
Bid Due Date:	November 29, 2016 at 3:00PM
Intent to Award:	December 5, 2016
Contract Award:	December 9, 2016
Provide Required Insurance and Bonds	December 20, 2016
Vet Bonds	December 21, 2016
Notice to Proceed:	December 27, 2016
Pre-Construction Meeting:	January 5, 2017
Project Completion:	Sixty (60) calendar days after Notice to Proceed

1. INTRODUCTION

1.1 INVITATION

The Sacramento Regional County Sanitation District, Purchasing & Material Support, invites Responses which offer to provide the goods and/or services identified on the Cover Sheet, page 1.

1.2 DEFINITIONS

We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document:

- a) **We/Us/Our** are terms which refer to the Sacramento Regional County Sanitation District, a duly organized public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

Regional San – Sacramento Regional County Sanitation District

District – Sacramento Regional County Sanitation District

SASD – Sacramento Area Sewer District

SRWTP – Sacramento Regional Wastewater Treatment Plant

- b) **You/Your** are terms which refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Bidder or Supplier will have:

Supplier - A business entity which may provide the subject goods and/or services

Bidder - A business entity submitting a Response to this request for bid. Suppliers which may express interest in this RFB, but which do not submit a Response, have no obligations with respect to the bid requirements.

Contractor - The Bidder whose Response to this RFB is found by Purchasing to meet the needs of Regional San. Contractor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

- c) **RFB:** This entire document, including attachments.

- d) **Response:** The written, signed and sealed document submitted according to the RFB instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response.

1.3 RFB CLARIFICATION

Questions regarding this RFB should be directed in writing to the Issuing Officer specified on the Cover Sheet, page 1. Answers, citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

1.4 RFB AMENDMENT

If it becomes evident that this RFB must be amended, we will issue a formal written amendment to all known prospective Bidders.

1.5 BIDDER RESPONSIBILITY

We expect you to be thoroughly familiar with all specifications and requirements of this RFB. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFB. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFB.

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1.6 AWARD

Award will be made to the lowest responsible bidder.

1.7 CONTRACT EXECUTION

This RFB and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

1.8 PROTESTS

After receipt of Regional San's "Intent to Award" notice, any bidder who has questions or concerns should immediately contact the Issuing Officer for discussion. Any bidder who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of Regional San. **No protest received after 4 p.m. on the 3rd business day shall be accepted.**

If any District holiday falls within the 3 business day protest response period the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 p.m. Should any of the 3 days be a County holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

1.9 PRECEDENCE

In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bidder's Response (as it may be clarified);
- 3) the provisions of the RFB (as it may be supplemented);
- 4) the provisions of the County Standard Specifications.

1.10 CLAIMS

Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

1.11 ISSUING OFFICER

The issuing officer and mailing address to send Bids, questions, and all other correspondence concerning this RFB is:

Tamblynn Stewart
Senior Contract Services Officer
Sacramento Regional County Sanitation District
(916) 875-9014
stewartt@sacsewer.com

1.12 PROJECT CONTACT

The project contact for this RFB is:

Ronald Kwok, PE, MIET
Sacramento Regional Wastewater Treatment Plant (SRWTP)
Sacramento Regional County Sanitation District (SRCSD)
kwokr@sacsewer.com

1.13 CONTRACTOR EXAMINATION OF THIS RFB/QUESTIONS

Contractor shall examine carefully the entire RFB and any addenda thereto, and all related materials and data referenced in the RFB or otherwise available, and shall become fully aware of the system needs through discussion and visits with Regional San.

If contractors discover an ambiguity, conflict, discrepancy, omission or other errors in the RFB, they shall immediately notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Contractors requiring clarification of the intent or content of this RFB or on procedural matters regarding the bid process may request clarification by contacting the Issuing Officer identified above.

1.14 SUBMISSION OF BIDS

Bids should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFB. Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content. Contractor bids shall be completed in all respects as indicated. A Bid may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

Bids which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of Regional San, such information was intended to mislead Regional San in its evaluation of the Bid and the attribute, condition or capability as a requirement of the RFB, the bid shall be rejected.

The bid must be signed by an individual who is authorized to bind the proposing firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by Regional San. An unsigned Bid shall be rejected.

1.15 ACCEPTANCE AND REJECTION OF BIDS

Regional San reserves the right:

- To reject any or all Bids, or any part thereof;
- To waive any informality in the Bid;
- To accept the Bid that is in the best interest of Regional San.

Regional San's decision shall be final.

1.16 HOLIDAYS

The following holidays are observed by the District. Contractors will not normally be scheduled to work on the days that are chosen by the County to observe these holidays. Contract employees will not be paid for holidays upon which they do not work. The actual County holiday calendar is available the December before the beginning of the new calendar year. The holiday list is:

- New Year's Day
- Martin Luther King, Jr.
- Abraham Lincoln's Birthday
- George Washington's Birthday
- Cesar E. Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

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- Veterans Day
- Thanksgiving & Day After
- Christmas Day

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BID INQUIRES

Questions regarding this bid should be referred to:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
Purchasing & Material Support
8521 Laguna Station Rd.
Elk Grove, CA 95758

Attn: Tamblynn Stewart
Senior Contract Services Officer
(916) 875-9014
stewartt@sacsewer.com

Questions regarding drawings and specifications shall be referred to:

Ronald Kwok, kwokr@sacsewer.com

These inquiries are to be submitted by **November 21, 2016**. Any interpretations by Regional San will be made in the form of a written addendum. The receipt of such an addendum must be acknowledged in accordance with the directions indicated. Oral explanations or instructions given before the award of the contract will not be binding.

Bidder Response: Interested bidders must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered.

- Cover Page with authorized signature
- Insurance Coverage Statement
- Instruction for Bid Security
- Instruction for Performance Bond
- Instruction for Payment Bond
- Cost Response
- Subcontractors
- Exception to Bid
- Contractor's License Certification
- Bid Guaranty Bond
- Non-Collusion Declaration
- Two (2) copies of proposal and mark the original as the "Original" or "Master Copy"

Note: Regional San will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope by 3:00PM on November 29, 2016. Refer to instructions on the cover page.

2. PRIMARY SPECIFICATIONS

2.1 PRE-BID MEETING

A Pre-Bid meeting will be held on **November 15, 2016, at 09:00AM** at the Sacramento Regional Wastewater Treatment Plant. The purpose of the meeting is to review and clarify project requirements, conduct site inspection, and to respond to questions from the bidders. **Attendance is MANDATORY.** Contact Ronald Kwok at kwokr@sacsewer.com if there are any questions.

2.2 ADDENDA

The correction of any discrepancies in, or omission from, the drawings, specifications, or other contract documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued by Regional San. A copy of each such addendum issued by Regional San will be e-mailed to each person receiving a set of these documents, and shall be made a part of the contract. Any other interpretation or explanation of such documents will not be considered binding.

Each bidder shall be responsible that all firms or persons submitting proposals to them, i.e., prospective subcontractors, manufacturers, suppliers, etc. are informed of any such addendum.

2.3 START OF WORK & TIME OF COMPLETION

The work shall commence no later than 15 days after receipt of Notice to Proceed. Failure to pursue the work may result in the termination of Contract by Regional San.

The time for completion of this contract shall be sixty (60) calendar days after Notice to Proceed, unless Regional San approves a time extension. The work shall be scheduled for the earliest completion possible and the shortest on-site construction time possible.

2.4 LIQUIDATED DAMAGES

Liquidated damages shall be \$250 for each calendar day delay beyond "Project Completion" final date.

2.5 PRE CONSTRUCTION MEETING

Prior to start of construction, a meeting shall be held which will be announced and shall be attended by the Contractor to review the construction program. At this conference, the construction schedule, safety, labor and other requirements shall be agreed upon by Regional San and the Contractor.

2.6 PROGRESS SCHEDULE

The contractor shall submit a proposed project schedule at the Pre Construction Meeting. The schedule shall be a three week look ahead that is updated weekly and submitted for review for the duration of the project.

2.7 PERMITS

Access to the Plant site shall be as directed by Regional San. An Access Request Form (AR) shall be submitted by the Contractor for approval at least 10 working days in advance of work. AR forms shall be provided at the pre-construction meeting.

2.8 SUBMITTALS

Prior to the commencement of any construction activities, the contractor shall have submitted the required submittals. Submittal requirements are included in Specification Section 01 33 00 and as mentioned in drawings.

2.9 SAFETY

The District shall make every possible effort to accommodate the needs of the Contractor, consistent with safety and operational requirements, in the interest of prompt completion of the work. Contractor shall comply with the requirements of the current Plant Safety Manual, CAL OSHA, and Title 8 & 19 of the California Code of Regulations. In certain areas, the plant safety requirements exceed California OSHA safety requirements and those safety requirements will be provided prior to the start of the work.

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As part of OSHA's National Emphasis Program (NEP), any contractor or subcontractor working on or adjacent to Chlorine, Sulfur Dioxide, and/or digester gas systems during a Process Safety Management (PSM) inspection will also be inspected by OSHA per CPL 02-09-06.

2.10 STAGING AREA AND PARKING

Contractor shall assume all responsibility for storage of tools, materials, and equipment on the job site. Regional San will designate an area as the Contractor's staging area. Only the area designated by Regional San can be used for storage.

Contractor shall assume all responsibility for parking of his or his subcontractor's and employee's vehicles to assure that they shall not park in prohibited areas and shall not obstruct normal traffic.

2.11 TEMPORARY UTILITIES AND FACILITIES

All temporary utilities shall be furnished by the contractor.

2.12 ADDITIONAL WORK

The Bid Items provide a method of payment through an allowance for additional repair work, if any, discovered during progress of the contract work. The District will designate the location and type of repairs that will be required.

The total amount to be paid to the Contractor shall be the portion of the allowance actually utilized in the course of completing the work, as determined by the District and agreed upon by the Contractor.

Payment for additional repair work will be made on an agreed upon lump sum, or a time and material basis with applicable mark-ups as indicated in the Contract Changes section below.

2.13 CONTRACT CHANGES

Regional San may increase, decrease, alter or change the Work. An equitable adjustment will be made to the Contract Amount and Contract Time.

Contractor shall provide a written response to each proposed change within 7 days. The response shall indicate the cost, time and impact of the change.

Changes will be made by Change Order or Field Instruction issued Regional San. A Field Instruction will direct Contractor to proceed with a change or extra work.

The Contract Amount will be adjusted by one of the following methods:

1. Lump Sum (Negotiated Lump Sum Price)
2. Time & Materials (Force Account)

Applicable T&M mark-ups applied shall be as follows:

- Direct Craft Labor – 15%
- Materials (New Vendors/Suppliers) - 15%
- Materials (Existing Vendors/Suppliers) – 5%
- Construction Equipment – 15%

A cost tabulation and receipts shall be submitted with each Force Account payment request.

2.14 GUARANTEE

The contractor agrees to abide by the conditions of the attached guarantee which shall be signed and delivered to Regional San before the final payment is made.

2.15 SCHEDULE OF WORK AND LIMITATION

During the progress of work, the existing facilities shall be maintained without interruption, except by specific arrangement with the Project Manager and then only at such times as approved in writing by the Project Manager.

2.16 AS-BUILT DOCUMENTS

All contract drawings shall be marked-up to clearly, accurately and correctly depict the as-constructed conditions of installed or modified structures and materials of the completed job. As-Built documents requirements are included in Specification Section 01 78 39.

2.17 CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED

Class C10 Electrical.

2.18 CLEANUP AND PROTECTION OF WORK

The Contractor shall keep the site clean at all times of rubbish or debris and shall remove from the premises any such accumulation immediately upon notification by Regional San. In the event the Contractor does not remove promptly the debris from the premises after notification by Regional San, Regional San shall have the right to cause its removal and to deduct such charges from the monies owed to the Contractor.

2.19 EXISTING UTILITIES

It is recognized by Regional San and the Contractor that the location of existing utility facilities as shown on contract drawings and specifications are approximate; their exact location is unknown.

Recognition is given to the fact there may be additional utilities existing on the property unknown to either party to the contract. Location of utilities as shown on the plans and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. Regional San warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

The Contractor agrees and is required to coordinate and fully cooperate with Regional San and utility owners for the location, relocation, and protection of utilities. The Contractor shall submit an Access Request prior to excavating on the site. The Contractor or any subcontractor shall notify Underground Service Alert (U.S.A.) two working days in advance of excavation work by calling 800-642-2444. Contractor will be required to utilize white paint to outline known areas of excavation prior to calling U.S.A.

In accordance with Section 4215 of the Government Code of the State of California, Regional San shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Compensation will be in accordance with reference to the comparable section in Sacramento County Standard Construction Specifications (Standard Specifications).

In the event the Contractor discovers utilities not identified in the plans or specifications, the Contractor shall immediately notify the Engineer by the most expeditious means available and later confirm in writing.

Unless otherwise indicated on the drawings or in the specifications, the Contractor shall maintain in service all drainage, water, gas, and sewer lines, including house services, power, lighting, and telephone conduits, and any other surface or subsurface structure of any nature that may be affected by the Work.

Unless otherwise indicated in the specifications, the Contractor shall be responsible for protecting all existing utilities.

2.20 DISCREPANCIES IN SPECIFICATIONS AND PLANS

The specifications and drawings are intended to be explanatory of each other. Any work shown in the contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. In case of conflict, this Contract, including Special Provisions and Technical Specifications, shall govern over all, Division 00

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through 26 shall govern over the contract drawings. The contract drawings shall govern over the Standard Specifications. Any work for which there are no provisions in the specification or on the drawings shall be performed in accordance with the latest version of the Sacramento County Standard Specifications.

3. GENERAL TERMS AND CONDITIONS

3.1 COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to page 23-24 of this RFB.

3.2 INSURANCE

The insurance provisions attached on pages 18-20 must be complied with by you if awarded the order. Proof of insurance must be provided to us prior to commencement of work under the contract.

3.3 PREVAILING WAGES

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing of per diem for holidays and overtime work, for each craft, classification or type of workman needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the clerk of the Governing Board.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

3.4 CONTRACTOR LICENSE

Contractor license requirements shall be pursuant to the Business and Professions Code of the State of California, Section 7030.

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, 3132 Bradshaw Road, Sacramento, CA, Mailing Address: P.O. Box 26000, Sacramento, CA 95826.

3.5 SUBCONTRACTORS

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

3.6 PROPOSAL GUARANTY

The proposal shall be accompanied by a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of at least 10% of the total amount of the proposal, or alternatively by a certified or cashier check made payable to the Owner in the sum of a least 10% of the total amount of the proposal. The amount payable to the Owner under the proposal guaranty bond, or the certified or cashier’s check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the bidder to furnish, execute and deliver to the Owner the required performance bond, evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution.

3.7 RETENTION

Regional San will retain 5% (Five-percent) of the progress payments made to the contractor. These moneys shall be retained until the project receives Field Acceptance. A separate \$5,000 amount shall be retained until labor compliance documentation has been submitted and approved by Regional San.

3.8 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, SASD, and the County, its governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

3.9 TERMINATION OF CONTRACT

Whenever, in the opinion of the Board, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with diligence or should there be persistent or repeated refusal or failure to comply with laws, ordinances, or directions of the Engineer; or should there be consistent failure to make prompt payments to subcontractors, for labor or materials, the Board may give written notice of at least 5 calendar days to the Contractor and sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged bankrupt, or make an assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, the Board may declare the Contractor's control over the work terminated, and so notify the Contractor and sureties.

Upon such termination, the Board may direct the Engineer to take possession of and use all or any part of the Contractor's materials, tools, equipment and appliances upon the premises to complete the work; Regional San assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted, and Regional San agrees to pay for such materials and the use of said equipment a reasonable compensation to be mutually agreeable to the Board and the Contractor.

The Engineer may permit the surety to complete or cause the Work to be completed, or the Engineer may direct that all or any part of the work be completed by day labor, or by employment of other contractors. Such informal contracts may be awarded after a bid form has been prepared and a copy served upon the Contractor whose control has been terminated and upon the surety, and not less than 3 calendar days allowed thereafter, so that others may bid.

If the work is completed as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by Regional San in finishing the work, plus all damages sustained or to be sustained by Regional San, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, provided that sworn statements of said claims shall have been filed with the Board, the excess not otherwise required by these specifications to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and surety are liable to

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Regional San for the amount of such excess. If the surety completes the Work, such surety shall be subrogated to money due under the Contract and to money which shall become due in the course of completion of the surety.

Regional San may, without prejudice to any other remedy it may have under the provisions of the Contract, terminate this Contract, in whole or in part, at any time by giving written notice to Contractor or its representative by certified mail, return receipt requested. Termination shall be effective upon receipt of notice by Contractor. Contractor shall immediately discontinue work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for reasons other than default of Contractor, Contractor shall be entitled to recover all reasonable costs incurred in connection with performance of the Work, plus any cost and expense reasonably and necessarily incurred in connection with such termination, plus a percentage of the profit based on the percentage of completion of the Work.

If the work is stopped by order of a court, a public authority or Regional San for a period of 90 calendar days or more through no act or fault of the Contractor, then the Contractor may terminate the Contract 10 calendar days after written notice to Regional San. Upon receipt of the written notice, Regional San shall terminate the contract.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, his agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The DISTRICT may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the CONTRACTOR'S insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001; including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **UMBRELLA or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at least follows from over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage
3. Workers' Compensation: Statutory
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **ADDITIONAL INSURED STATUS:** Regional San, SASD, and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to Regional San, SASD, and the County of Sacramento, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Applicable to General Liability, and Auto Liability Policies.

The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 2010 1001 and ISO Form CG 2037 1001 additional insured endorsements, or such other endorsement as acceptable to Risk Management Department.

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2. **PRIMARY INSURANCE:** For any claims related to this agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the Regional San, SASD, and the County, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by the Districts or the County, their respective governing boards, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Applicable to General Liability and Auto Liability policies.
3. **FAILURE TO COMPLY:** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which the District is named as an additional insured.
4. **SEVERABILITY OF INTEREST:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages in place at all times and provide the District with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. Applicable to all policies.
6. **WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against Regional San, SASD, and the County, their respective governing boards, officers, directors, employees and authorized agency and volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Contractor.
7. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
8. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.
9. **SUBCONTRACTORS:** Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by contractor's subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
10. **NOTIFICATION OF CLAIM:** If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**REGARDING INSURANCE COVERAGE
To Be Submitted with Bid**

Bidder **HEREBY CERTIFIES** that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Bid No. 8218 – Digesters and GMS Electrical Upgrades Project. Should the Bidder be awarded a contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

PREVAILING WAGE

PREVAILING WAGE – Pursuant to Section 1770, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Clerk of the Board of Supervisors, Suite 2450, 700 "H" Street, Sacramento, California 95814. Copies shall be made available to any interested party on request.

The wage rates determined by the Director of the California Department of Industrial relations refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date which are in effect on the date of advertisement for bids remain in effect for the duration of the project. Prevailing wage determinations with double asterisks () after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been determined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into. The Contractor should contact the prevailing wage unit, DLSR, (415) 703-4281 or the Sacramento County Labor Compliance Section, (916) 875-2700, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the project.**

The Contractor shall forfeit, as penalty to Regional San, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under the contractor, in violation of the provisions of such Labor Code. The provisions of section 1775 of said labor code shall be complied with.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
STANDARD TERMS AND CONDITIONS BIDS / PROPOSALS / QUOTES

1. PREPARATION OF RESPONSE:

- a. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by Regional San.
- e. Time of delivery may be a consideration in the award.
- f. All responses must be signed by an authorized officer or employee of the responder.
- g. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- h. Submit responses in a sealed envelope with the RFB number, closing date, and time shown.
- i. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.

2. BRAND NAMES:

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must State the brand and number, or level of quality. The determination of the District Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

3. SAMPLES: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

4. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response to the Sacramento Area Sanitation District (SASD), the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a purchase order to the bidder.

5. TAXES: Bid price shall include and cover all applicable sales, use, or federal excise taxes in your response.

6. LIABILITIES: The bidder shall hold the SASD, SRCSD, their officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the SASD and SRCSD or bidder because of the unauthorized use of such articles.

7. DEFAULT BY VENDOR: In case of default by vendor, SASD or SRCSD may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the SASD or SRCSD. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.

8. AWARDS:

- a. The SASD and SRCSD reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. The SASD and SRCSD decision shall be final.
- b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

9. RIGHT TO AUDIT: The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

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10. **ASSIGNMENT:** In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

11. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

12. **SPECIAL CONDITIONS:** District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

13. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

14. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

15. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the District without written notice of acceptance thereof prior to shipment.

16. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

17. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

GENERAL STATEMENT CONCERNING WORK SITE

Sacramento Regional Wastewater Treatment Plant, SRWTP, continuously receives and treats wastewater. The work shall be planned and executed without restricting Regional San personnel access, plant operations, or treatment processes. Reliability of plant systems, operations and utilities shall be maintained at all times. Access to facilities and shutdown of operating systems or processes will only be allowed when approved Regional San.

Regional San has permits to treat and discharge wastewater. These permits establish discharge limits for wastewater, storm water, and air emissions. Violation of Regional San permits shall not result from the work. Any discharge or bypassing shall immediately be reported to the Plant Control Center (PCC).

Regional San will require Contractor to stop or restrict any activity that has or could result in an unauthorized discharge or permit violation. Regionals San will prevent or remedy the situation by the most expeditious means. Contractor will be responsible for all costs incurred including fines.

Activities that involve existing operations or facilities require an approved, signed Access Request prior to commencement of work. Interruption of or connection to an existing system, operation, or process requires a Shutdown Plan to be included with the Access.

The work described in this document is located in the Gas Management Area of SRWTP. This area produces, stores and transfers and occasionally vents digester gas. Components of this area include, but not limited to LSG Holder Tanks, Anaerobic Digesters, Gas Scrubbers, and Waste Gas Burners/Flares. Repairs, additions and modifications to the Electrical System within the Gas Management Area shall be in accordance with NFPA 70, National Electrical Code and NFPA 820 Fire Protection in Wastewater Treatment and Collection Systems. All personnel working within the Gas Management Area shall have and use an atmospheric gas monitor(s). The atmospheric gas monitor (such as Ventis™ MX4 Multi Gas Monitor) shall have the capability of monitoring O₂, CO, H₂S and LEL.

REQUIREMENTS FOR COORDINATION AND ACCESS

Activities that affect the existing plant and operations will require coordination between District and Contractor. Cooperation will be necessary for each party to achieve their respective objectives. Unrestricted access for District personnel and equipment shall be provided to existing facilities, unless a reduced level of access is explicitly allowed in the approved Access Request. District will operate and control existing equipment and facilities at all times. Contractor shall not operate, control, adjust, or restrict access to equipment or facilities. District equipment or facilities shall not be utilized for the work.

Some shutdowns may be required to be scheduled during nights, holidays or weekends.

INTERRUPTION OF POWER, CONTROLS, INSTRUMENTATION

The number and duration of outages of existing power, control and instrumentation systems will be limited. Work shall be completed in a minimum of time. Alternate power sources or generators may be required. Only one power source to a substation may be de-energized at a time. Power, control and instrumentation systems shall be returned to service at the end of each day, except where approved on an Access Request. Work that prevents returning a critical or minimal-shutdown time power, control or instrumentation system to service at the end of the shift shall be continuously pursued to completion utilizing overtime and additional workers as necessary. District will isolate, de-energize, and re-energize existing power, control and instrumentation systems.

SAFETY REQUIREMENTS

1. All operations shall conform to applicable occupational safety and health standards, rules, regulations and orders which include, but are not limited to: Title 29 of the Code of Federal Regulations and the Electrical, Construction, Tunnel and General Industry Safety Orders issued by the Division of Industrial Safety (Cal/OSHA) of the State of

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California. In the event of a conflict between the requirements in the referenced standards, the most stringent standard shall prevail.

2. The Contractor shall submit their I.I.P.P. for review or comparable document such as a safety manual.
3. District reserves the right to stop any work activity that creates a serious safety violation as defined by Cal/OSHA, if Contractor does not take immediate corrective actions.

ACCESS REQUESTS

An Access Request provides notification of a work Item or other activity proposed by Contractor. An Access Request describes the contemplated work including when and how it will be accomplished. An Access Request shall be reviewed and submitted by a qualified representative of the Contractor who is familiar with all aspects of the work and all safety requirements. An Access Request is required whenever any of the following conditions are contained in or will be affected by the work but not limited to:

1. Hot work
2. Transport and use of heavy machinery (>H₂O load, i.e. 40,000 lbs)
3. Mobilization and demobilization
4. Tie-ins, shutdowns, process or utility bypasses
5. District personnel or vehicle movement will be restricted
6. A roadway (or other access) will be restricted or closed
7. Dewatering
8. Excavation
9. A facility will be modified for construction or demolished,
10. A utility, system or process will be interrupted
11. Prior to Operational Testing

A fully completed Access Request form shall be submitted **14 days** prior to the date proposed for commencement of work. A separate Access Request is required for each activity, operation or test.

An Access Request describes the activity, indicates the system or equipment that will be affected, lists the labor and equipment to be utilized, indicates the date, time and duration, and describes safety precautions to be observed. Drawing and section numbers shall be indicated where appropriate. A Shutdown plan shall be included with the Access Request when the work affects an operating system or process.

The Contractor shall plan and schedule Access Requests whenever possible. An Access Request will be reviewed and returned within 14 days after submission of all the necessary information. Sufficient information and detail shall be included with an Access Request to permit District to evaluate the proposed operation and the associated risks. Insufficient information on an Access Request may delay approval within 14 days.

Contractor shall not be allowed to proceed with any work, or any portion of the work, described in an Access Request without complying with all the conditions, in their entirety, of the Access request approval. All conditions of approval, including additional safety precautions added by plant safety office, shall be complied with and effectively

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communicated to Contractor's personnel and subcontractors. If the Contractor does not agree with the additional safety requirements, work shall not be started until resolution is attained. Changes in the proposed activities or field conditions of an Access Request will require the submission of a new or revised Access Request.

SHUTDOWN PLAN

A Shutdown Plan shall be included with an Access Request whenever an existing system or facility such as a pipeline, basin, tank, channel, power supply, control circuit, instrumentation, equipment, pump, meter, or structure is restricted or removed from service. A work plan and schedule shall be included. The plan shall indicate each activity with sufficient detail to determine its feasibility. Shutdowns shall be planned and coordinated to minimize the number and duration of activities that affect existing operations.

District will limit the duration of shutdowns of important or critical systems. In addition, Contractor shall comply with the limitations specified in these plans and specification. Stated durations are the total time period between when the system is made available to Contractor and when it is ready for return to service. If Contractor cannot complete the work within the allowed time, he shall immediately request an extension from District. If District does not approve the requested extension, Contractor shall complete the work or return the system to operable condition. District will complete the work if Contractor does not return the system to operable condition as directed. Contractor is responsible for extra costs or damages incurred by Contractor or District to meet these requirements.

Requirements:

Designate the equipment or system that will be affected or removed from service. Describe the work to be undertaken. Identify the portion of the system that will be isolated, dewatered, decommissioned, de-energized, depressurized, or drained.

1. List the labor, equipment, materials, tools, utilities and incidental items to be used
2. Describe safety precautions and equipment
3. Describe recovery plan if the shutdown cannot be completed as planned
4. List activities to be done by District
5. Indicate the time estimated to complete the shutdown

SAFETY AUDITS

The Contractor shall submit their Workers Compensation Experience Modification Factor (EMF), and the previous year's Cal/OSHA Form 300A-Summary of Work Related Injuries and Illnesses.

In accordance with the California Code of Regulations, Title 19, Section 2760.12, the District may obtain and evaluate the Contractor's safety performance and programs when work involves performing maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to a covered process (chlorine, sulfur dioxide, and/or digester gas systems). The Contractor shall submit a copy of their current safety program(s) as it pertains to contract work performed on or adjacent to a covered process. Examples of documents required may include items such as safety manuals, I.I.P.P., training documentation, and certification.

INSTRUCTIONS FOR BID SECURITY

No Bid will be considered unless it is accompanied by a bid security in the form of a certified check or a cashier's check, payable to the order of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, for the sum not less than ten percent (10%) of the total Bid amount, or a Bidders Bond in the same amount executed as surety by a corporation acceptable to Regional San and authorized to issue such surety bonds in the state of California. Payment of the security in cash or personal check will not be acceptable.

Within fifteen (15) calendar days after execution by Regional San of the Contract and in any event not later than ninety (90) calendar days after the bid opening, Regional San will return to each bidder the bid security which accompanied its bid, except such security which may have been forfeited in accordance with the bid request.

Firm Name

Signature

Printed Name

INSTRUCTION FOR PERFORMANCE BOND

The successful Bidder shall be required to execute through a corporate surety the Labor and Material Bond included herein. The successful Bidder and surety shall be held and firmly bound unto Regional San in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor.

The successful Bidder agrees to execute and have notarized the Labor and Material Bond and deliver to Regional San within ten (10) working days after notice of intent to award the contract. These bonds will be provided to Regional San at the pre-construction meeting.

Firm Name

Signature

Printed Name

INSTRUCTIONS FOR PAYMENT BOND

The successful Bidder shall be required to execute through a corporate surety the Labor and Material Bond included herein. The successful Bidder and surety shall be held and firmly bound unto Regional San in the penal sum equal to 100% of the total Contract amount. The entire cost of the bond shall be borne by the successful Contractor.

The successful Bidder agrees to execute and have notarized the Labor and Material Bond and deliver to Regional San within ten (10) working days after notice of intent to award the contract. These bonds will be provided to Regional San at the pre-construction meeting.

Firm Name

Signature

Printed Name

COST RESPONSE

WORK ITEM					
Bid Items					
Item	Description	Quantity	Units	Unit Price (Dollars)	Total Amount (Dollars)
1	BASE BID: Construction of all work associated with the Digesters and GMS (Gas Management System) Electrical Upgrades Project, complete as shown.	1	LS		
2	ALLOWANCE: Allowance for additional repairs beyond contract requirements.	1	LS	\$10,000	\$10,000
TOTAL BID AMOUNT: (Sum of all contract services including bid items listed above)				\$	
Total Bid in Words:					

Addenda:

It is acknowledged that addendum numbers _____ through _____ have been received and examined as part of these contract documents.

Signature of Bidder

Title

SUBCONTRACTORS

R-1	Work	\$ AMT	% of Work
Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			
DIR Registration #			
CSLB #			

R-2	Work	\$ AMT	% of Work
Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			
DIR Registration #			
CSLB #			

R-3	Work	\$ AMT	% of Work
Account Name			
Address			
Contact Person/Title			
Phone Number			
Service Provided/Year			
DIR Registration #			
CSLB #			

CONTRACTOR LICENSE CERTIFICATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

“Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, Mailing Address: P.O. Box 26000, Sacramento, California 95826.”

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor’s License Law of the State of California, and the number of said license is _____, and the classification of said license is _____, and the said license expires _____.

Company Name

Business Address

By: _____
Authorized Signature

Type or Print Name

Title

Dated: _____

Corporate Seal

If Contractor is a Corporation

State of Incorporation:

BID GUARANTY BOND
Bid Form

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Sacramento Regional County Sanitation District, hereinafter called the Obligee, each in the penal sum of 10 percent of the total amount of the bid of the Principal for the work, this sum not to exceed _____ dollars (\$_____) of lawful money of the United States for the payment thereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for the Digesters and GMS Electrical Upgrades Project, RFB # 8218.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 2016.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

PERFORMANCE BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Regional County Sanitation District, a political subdivision of the State of California, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for the Digesters and GMS Electrical Upgrades Project, RFB # 8218 and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2016, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Principal

Signature for Principal

Sacramento Regional County Sanitation District
RFB # 8218 Digesters and GMS Electrical Upgrades

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Regional County Sanitation District, a political subdivision of the State of California, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for Digesters and GMS Electrical Upgrades Project, RFB # 8218 and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, WE, the Principal, and _____

as Surety, are held and firmly bound unto the Obligee, in the penal sum of _____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Obligee, its offices and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2016, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____
Signature of Principal

Sacramento Regional County Sanitation District
RFB # 8218 Digesters and GMS Electrical Upgrades

Title of Signatory

Surety

By _____
Signature for Surety

(SEAL)

Title of Signatory

(This bond must be submitted in sets of two, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. Bonds must be accompanied by a current power of attorney appointing such Attorney-In-Fact.)

**AGREEMENT for
Digesters and GMS (Gas Management System) Electrical Upgrades Project**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, between the Sacramento Regional County Sanitation District, a political subdivision of the State of California, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor";

WITNESSETH

WHEREAS, the District heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the District did cause to be published for the time and in the manner required by law, a Notice to Contractors inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the District within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid, and the other bids submitted in response to said Notice, the District publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and the District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said work and award to it a contract therefor.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

I. CONTRACT DOCUMENTS:

The following documents are by this reference incorporated in and made a part of this Agreement: The Standard Construction Specifications adopted by the Sacramento County Board of Supervisors on July 17, 2001, revised January 1, 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents this agreement takes precedent over all others.

II. SCOPE OF WORK:

The Contractor shall furnish all labor, equipment, and materials (unless specified on drawings), required for RFB # 8218 – Digesters and GMS Electrical Upgrades Project, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of District who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said Scope of Work and plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not be in strict accordance with said plans and specifications.

III. COMPLETION:

Said work shall be completed and ready for acceptance as indicated on the list of Key Action Dates under the Construction Completion.

Sacramento Regional County Sanitation District
RFB # 8218 Digesters and GMS Electrical Upgrades

IV. PAYMENT:

Attached hereto as Exhibit "A" [Cost Response Page] and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, with: _____ . Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Contract shall be construed to be an acceptance of defective work or improper materials.

V. PREVAILING WAGES:

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the Clerk of the Governing Board.

Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

VI. INSURANCE:

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, workers' compensation and builders risk insurance as required by Section 3-9 of the Standard Construction specifications.

VII. WORKER'S COMPENSATION CERTIFICATE:

By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

VIII. PERFORMANCE BOND:

The Contractor shall, before beginning said work, file two bonds with the District, each made payable to the District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by Division 3, Part 4, Title 15, Chapter 7, of the Civil Code of the State of California, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

IX. INDEMNIFICATION:

The Contractor shall defend, indemnify and save harmless the District and the Engineer (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

Sacramento Regional County Sanitation District
RFB # 8218 Digesters and GMS Electrical Upgrades

X. MISCELLANEOUS PROVISIONS:

- a. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.
- b. All times stated herein or in the Contract Documents are of the essence hereof.
- c. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.
- d. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

XI. TRENCH EXCAVATION; PLAN FOR PROTECTION FROM CAVING:

That excavation of any trench or trenches 5 feet or more in depth and involving estimated expenditures in excess of Twenty-Five Thousand Dollars (\$25,000) shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection prepared by a California registered civil or structural engineer.

IN WITNESS WHEREOF, District and Contractor have caused this Agreement to be executed as of the day and year first above written.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT

By _____

Tamblynn Stewart
Senior Contact Services Officer

By _____

Authorized Representative

By _____

Authorized Representative

CONTRACTOR GUARANTEE

The Contractor agrees to use and abide by the conditions of the following guarantee which shall be signed and delivered to the District before the final payment is made:

GUARANTEE FOR: Sacramento Regional County Sanitation District (SRCSD)

PROJECT: RFB # 8218 – Digesters and GMS Electrical Upgrades Project

We hereby guarantee that the work completed under RFB # 8218 has been furnished in accordance with the drawings and specifications and that the Work as constructed will fulfill the requirements of the guarantee included in the specifications. We agree to repair or replace any or all of our work and any consequential damages to other improvements, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or materials within a period of one (1) year from the date of acceptance of the above named facility by Regional San without any expense whatsoever to said Regional San, ordinary wear or tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within 10 days after receipt of written notice from Regional San, Regional San is hereby authorized to make such repairs at our expense without further notice and without any notice to the surety. However, in case of emergency where, in the opinion of Regional San’s Representative, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to us or surety, and we shall pay the entire costs thereof. We do hereby authorize said Regional San to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Date: _____

Signed: _____
Contractor

NON-COLLUSION DECLARATION

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 _____