

**REQUEST FOR BID** **This Is Not An Order - Make A Copy For Your File - Return Original**

<b>SACRAMENTO REGIONAL COUNTY          SANITATION DISTRICT</b> 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550	Issue Date <b>September 8, 2021</b>	
	Bid Number <b>RFB #8392</b>	
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:  <div style="text-align: center;"> <b>SACRAMENTO REGIONAL COUNTY            SANITATION DISTRICT            8521 LAGUNA STATION ROAD            ELK GROVE, CA 95758-9550            ATTN: RFB # 8392</b> </div> 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:  <div style="text-align: center; font-size: 1.2em;"> <b>September 30, 2021</b> </div>	
	For Additional Information Contact	
	<b>Issuing Officer:</b>	<b>Tamblynn Stewart</b>
	<b>PHONE:</b>	<b>(916) 875-9014</b>
		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:

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

**Nicolaus Dairy Fire Tank**

## NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed bids to provide all labor and materials necessary for RFB # 8392 Nicolaus Dairy Fire Tank located at 3432 Dwight Road, Elk Grove, CA 95758.

**ENGINEER'S ESTIMATE: \$ 70,126.04**

Bids will be received at the Regional San's Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00 p.m., September 30, 2021** 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 Regional San Office. Bids shall be addressed to the Sacramento Regional County Sanitation District, 8521 Laguna Station Rd, Elk Grove, CA 95758, Attn: RFB # 8392
- 2) Bidder envelope must clearly list contractor name and return address. Envelopes that do not list contractor name and address will not be opened.

### **Department of Industrial Relations (DIR) Compliance**

- A. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- B. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- C. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**LABOR COMPLIANCE PROGRAM:** The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711. In accordance with Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

This is a repair/maintenance project in accordance with Section 1771.5 of the California Labor Code.

- A. Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder 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 the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance

Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at <http://www.dir.ca.gov/DLSR/PWD>

A voluntary **pre-bid meeting** will be held on **September 16, 2021, 11:00 AM** 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, respond to questions from the bidders and allow prospective bidders the opportunity to observe the condition and location of the project area, which may affect performance and pricing. It is the responsibility of prospective bidders to familiarize themselves with all requirements of the solicitation and identify any issues at this meeting.

Pre-Bid Meeting attendees must e-mail Vyomini Upadhyay at [upadhyayv@sacsewer.com](mailto:upadhyayv@sacsewer.com) with attendee names no later than 24 hours prior to the meeting. This information is required to provide access at the Sacramento Regional Wastewater Treatment Plant's security gate.

Bid request documents for RFB#8392 can be obtained by contacting Tamblynn Stewart at (916) 875-9014 or [stewartt@sacsewer.com](mailto:stewartt@sacsewer.com) or by visiting the Regional San website <https://www.regionalsan.com/general-opportunities>

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

Successful Bidder must furnish a 100 percent Performance Bond and Payment Bond per Appendix D and Appendix E respectively.

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 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 ensure 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.

## SCOPE OF WORK

### **Background Information**

The work involves installation of a 20,000-gallon tank on a gravel and sand base foundation. The tank will be filled with freshwater for fire suppression at this time and later on when recycled water is brought on site, the tank will be filled with recycled water. The tank and foundation need to be installed in accordance with the drawings and specifications included with this RFB. The supply line for freshwater is already installed and a stub is provided to connect to near the fire tank installation location. A vapor barrier needs to be installed to add stability to the foundation. Cosumnes Fire District has approved the alternative foundation design and will be inspecting the installation of the fire tank (Attachment A).

The work site includes landscaped areas, which would need to be restored to original/pre-construction conditions if disturbed during construction.

Additionally, the work site is in an environmentally sensitive area. An environmental review (Attachment B-Negative Declaration) of the project noted some mitigation is needed for protection of biological resources. Section on Temporary Environmental Controls specifies Contractor responsibilities.

Spoils from the earthwork, and excavation for the foundation can remain on site. Regional San staff will inform the contractor of the location where spoils can be placed.

Nicolaus Dairy is a historic site and may be open for pilot education field trips. Contractor would need to coordinate the construction activities with the ongoing site use. Construction work may be delayed due to field trips and those days will not be part of the project completion timeline.

The project includes all labor, equipment, disposal costs, 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 – Fire Tank Design Drawings
- **Sacramento County Standard Construction Specifications (current version) – [www.saccountyspecs.net](http://www.saccountyspecs.net)**
- **California Building Code (current version)**
- **National Fire Code**

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.

Contract days will be addressed per Section 7 of the Sacramento County Construction Specifications.

## KEY ACTION DATES

Bid Issue:	September 8, 2021 and September 14, 2021
Voluntary Pre-Bid Meeting	September 16, 2021 at 11:00 AM Sacramento Regional Wastewater Treatment Plant 8521 Laguna Station Road Elk Grove, CA 95758
Question Due Date:	September 21, 2021
DIR Registration Due:	September 29, 2021 Bids from Contractors not registered on the Department of Industrial Relations website by this date will not be opened.
Bid Due Date:	<b>September 30, 2021 by 3:00 PM</b>
Intent to Award:	October 5, 2021
Provide Required Insurance and Bonds	October 14, 2021
Vet Bonds	October 15, 2021
Contract Award:	October 20, 2021
Notice to Proceed:	TBD
Project Completion:	90 calendar days after notice to proceed

## **INTRODUCTION**

**INVITATION** – The Sacramento Regional County Sanitation District, Purchasing & Material Support, invites Responses which offer to provide the goods and/or services identified in this RFB.

**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:

**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 Regional San organization, including, as the context will indicate:

*Regional San-* Sacramento Regional County Sanitation District  
*Sacramento Regional Wastewater Treatment Plant* – (SRWTP)

**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.

**RFB** - This entire document, including attachments.

**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.

**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.

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

**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.

**AWARD** – Award will be made to the lowest responsible bidder.

**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.

**PROTESTS:** After receipt of the 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) non-holiday 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.**

**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.

**CLAIMS** - Claims shall be handled in accordance with Section 9-18 of the County Standard Specifications.

**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](mailto:stewartt@sacsewer.com)

**PROJECT CONTACT** -

Vyomini Upadhyay  
Sacramento Regional County Sanitation District (Regional San)  
Sacramento Regional Wastewater Treatment Plant (SRWTP)  
(916) 876-6677  
[upadhyayv@sacsewer.com](mailto:upadhyayv@sacsewer.com)

**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.

**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.

**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.**

**HOLIDAYS** – Regional San will observe the legal holidays as defined by the County Standard Construction Specifications Section 1-3. Contractors will not schedule work on these holidays without permission from Regional San.

**BID INQUIRES -**

Questions regarding this bid should be referred to:

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

Questions regarding drawings and specifications shall be referred to:

Vyomini Upadhyay, P.E.  
Project Manager  
(916) 876-6677  
[upadhyayv@sacsewer.com](mailto:upadhyayv@sacsewer.com)

These inquiries are to be submitted by **September 21, 2021**. Any interpretations by Regional San will be made in the form of a written addendum. The receipt of such an addendum must be acknowledged on the cost response sheet. 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
- Regarding Insurance Coverage (See Appendix A)
- Instruction for Bid Security (Appendix B)
- Bid Guaranty Bond (See Appendix C)
- Instruction for Performance Bond (See Appendix D)
- Instruction for Payment Bond (See Appendix E)
- Cost Response (See Appendix F)
- Contractor Experience Statement (See Appendix G)
- References (See Appendix H)
- Subcontractors (See Appendix I)
- Exception to Bid (See Appendix J)
- Contractor's License Certification (See Appendix K)
- Noncollusion Declaration (See Appendix L)
- Contractor Guarantee Form (Appendix M)
- Two (2) copies of the bid and mark the original as the "Original" or "Master Copy"

**Note:** Regional San will not accept bids by way of facsimile transmission or e-mail. Bids must be signed and received in a sealed envelope by 3:00PM on September 30, 2021. Refer to instructions on the cover page.

## **PRIMARY SPECIFICATIONS**

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### **PRE-BID MEETING**

A voluntary Pre-Bid meeting will be held on **September 16, 2021 at 11:00 AM** at the Sacramento Regional Wastewater Treatment Plant. The purpose of the meeting is to review and clarify project requirements, conduct site inspection to become familiar with the scope of work, and to respond to questions from the bidders. Prospective contractors will be required to provide their own transportation for the field tour. Both Regional San staff and prospective contractors will be required to wear face coverings while attending the meeting and the field site visit.

**Failure to examine the site shall not constitute a basis for claims for extra work occasioned by lack of knowledge or location of hidden conditions, which could affect the scope of work.**

### **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 bids to them, i.e., prospective subcontractors, manufacturers, suppliers, etc. are informed of any such addendum.

### **START OF WORK AND TIME OF COMPLETION**

The work shall commence no later than 5 working days after receipt of Notice to Proceed. Failure to diligently pursue the work may result in the termination of Contract by Regional San.

The time for completion of this contract is 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. The work shall be scheduled Monday through Friday between the hours of 7:00 AM and 4:00 PM, excluding Sacramento County holidays.

### **LIQUIDATED DAMAGES**

Liquidated damages shall be \$400.00 for each calendar day delay, per County Standard Construction Specifications Section 7-15, beyond "Project Completion" final date.

### **SUBMITTALS**

Prior to the commencement of any construction activities, the contractor shall submit the required submittals. Submittals include, but are not limited to product data, shop drawings, samples, test procedures, test results, requests for substitutions, descriptive data, certificates, methods, schedules, marked contract drawings and specifications, manufacturer's installation and other instructions, and miscellaneous work items. Submittals also include all other information as may reasonably be required. Submittals shall be submitted to Regional San at least 3 days before the date needed. Review of submittal information shall not waive or change any requirements of the contract documents.

### **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.

## **FACILITY ACCESS**

Nicolaus Dairy is located in Bufferlands area. Access to the site is through locked gates. Sacramento Regional Wastewater Treatment Plant, continuously receives and treats wastewater. The Work shall be planned and executed without interfering or interrupting Regional San personnel, 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 by Regional San.

Regional San has permits to treat and discharge wastewater. These permits establish discharge limits for wastewater, storm water, and air emissions. Discharge of partially treated wastewater, storm water, air pollution or odors is controlled. 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. Regional San will prevent or remedy the situation by the most expeditious means. Contractor will be responsible for all costs incurred including fines.

This project will require an approved Access Request (AR) prior to commencement of work. The AR shall be submitted by the Contractor for approval at least 10 working days prior to the start of any construction.

All Contractor staff must attend Plant Safety Orientation and badge use training at a minimum prior to issuance of badges. Training is anticipated to be 1 hour total in duration.

### **A. Interruption Of Power**

The number and duration of outages of existing power 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 systems shall be returned to service at the end of each day. Work that prevents returning a power system to service at the end of the shift shall be pursued to completion utilizing overtime and additional workers.

**B. Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Regional San and the County of Sacramento, their respective 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.

**C. 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.

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.

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

**D. Temporary Utilities**

Temporary utilities such as power and portable restrooms shall be furnished by the contractor.

**INSPECTION**

The work shall be coordinated through and conducted under the review and inspection of the Regional San Engineer or authorized representative. Final inspection of the project shall be made upon the Contractor's written request. If the work is satisfactory and in accordance with the contract, the work shall be accepted.

**MINIMUM QUALIFICATIONS**

Bidder must be a licensed contractor authorized to perform work in the State of California, and provide certification of license on the form included in Appendix K. Bidder must provide three previous customer references as a part of the bid package, one of which must be a public agency. See Appendix H.

**STORAGE OF SUPPLIES, MATERIALS, EQUIPMENT, ETC.**

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 vehicular 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. Supplies, materials, and equipment shall not be piled or stored in any location which may interfere with the normal operation and use of the building or site, or constitute a hazard to persons or property. Required safety precautions such as signs, danger signals, lanterns, barricades, etc., shall be installed by the Contractor prior to the start of construction and maintained as required during the construction period.

**GUARANTEE**

The contractor agrees to abide by the conditions of the attached Contractor Guarantee form (Appendix M) that shall be signed and delivered to Regional San before the final payment is made.

**SURVEY**

Contractor shall be responsible to do all necessary surveying to layout and control the work to elevations, lines, and dimensions shown on the drawings. Regional San will provide benchmarks and control monuments as shown on the drawings. The contractor will be responsible for all expenses related to the replacement of a benchmark or control monument damaged by the contractor.

**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.

**ASPHALT & CONCRETE**

Asphalt and concrete work per County of Sacramento, Standard Construction Specifications.

**SAFETY**

Regional San 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 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. 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 PSM inspection will also be inspected by OSHA per CPL 02-09-06.

**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 by 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: Lump Sum, Unit Prices from the Bidding Schedule, Force Account.

Force Account payment shall only include the direct costs for labor, material, equipment and incidental items. The cost for labor shall include wages, payroll taxes, benefits, and worker compensation insurance. The cost for material shall include sales tax and delivery costs. The cost for equipment shall include operation and maintenance expenses.

A 20 percent markup of the direct costs will be allowed for indirect expenses, overhead, insurance, bond and profit for Force Account work performed by Contractor. A 5 percent markup will be allowed for Force Account work performed by subcontractors. A cost tabulation and receipts shall be submitted with each Force Account payment request.

**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. The contract drawings shall govern over the County Standard Construction Specifications.

**SCERS POST RETIREMENT EMPLOYMENT POLICY**

- A. Any employee of, or contractor retained by, CONTRACTOR who is retired from Sacramento County service is subject to SCERS Post Retirement Employment Policy and must adhere to limitations on post-retirement service, including a 180-day waiting period before working for the County or REGIONAL SAN/SASD and a 960-hour per calendar year cap when working for the County or REGIONAL SAN/SASD.
- B. Upon execution of this Agreement, CONTRACTOR shall report to REGIONAL SAN/SASD in writing, the names of current and future employees who will provide services under this Agreement, that are retired from Sacramento County employment.
- C. CONTRACTOR must report to REGIONAL SAN/SASD in writing on a semi-annual basis (January 5<sup>th</sup> and July 5<sup>th</sup> of each calendar year), the names of employees retired from Sacramento County employment providing services under this Agreement, and hours those employees have worked during the applicable reporting period. CONTRACTOR shall submit reports to [SDASCERSReporting@sacsewer.com](mailto:SDASCERSReporting@sacsewer.com).
- D. CONTRACTOR shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

## **GENERAL TERMS AND CONDITIONS**

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### **INSURANCE**

The insurance provisions identified on pages 21-24 must be complied with by you if awarded the contract. Proof of insurance must be provided to Regional San prior to commencement of work under the contract.

### **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.

### **CONTRACTOR LICENSE**

Contractor shall have a Class A General Engineering Contractor license. Contractor licenses shall be pursuant to the Business and Professions Code of the State of California, Section 7030.

### **SUBCONTRACTORS**

Each bid shall have listed on the form provided herewith (Appendix I) the name, portion of work, address, license number, and DIR Registration number 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.

### **BID GUARANTY**

The bid shall be accompanied by a bid 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 bid, 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 bid. The amount payable to the Owner under the bid 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

### **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 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.

**AGREEMENT for**  
RFB#8392 Nicolaus Dairy Fire Tank

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the Sacramento Regional County Sanitation District, a political subdivision of the State of California, hereinafter referred to as "Regional San " and \_\_\_\_\_, hereinafter referred to as "Contractor";

WITNESSETH

WHEREAS, Regional San 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, Regional San 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 Regional San 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, Regional San 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 Regional San, 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 2016 Standard Construction Specifications adopted by the Sacramento County Board of Supervisors; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the bid; 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, required for RFB# 8392 Nicolaus Dairy Fire Tank, 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 Regional San Engineer 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 Project Completion.

IV. PAYMENT:

Attached hereto as Appendix "F" [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. Regional San 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 as identified on pages 21-24 of this RFB.

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 AND PAYMENT BONDS:

The Contractor shall, before beginning said work, file two bonds with Regional San, each made payable to the Regional San. 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. 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 Regional San 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.

**X. TRENCH EXCAVATION; PLAN FOR PROTECTION FROM CAVING:**

That excavation of any trench or trenches 5 feet or more in depth 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, Regional San 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

**APPENDIX**

The following items are included in the Appendix:

- A. Regarding Insurance Coverage
- B. Instructions for Bid Security
- C. Bid Guaranty Bond
- D. Instruction for Performance Bond
- E. Instruction for Payment Bond
- F. Cost Response
- G. Contractor Experience Statement
- H. References
- I. Subcontractors
- J. Exception to Bid
- K. Contractor License Certification
- L. Noncollusion Declaration
- M. Contractor Guarantee Form

## **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. Regional San 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 Regional San and for members of the public, Regional San may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection Regional San'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 Regional San with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** Regional San may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of Regional San and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by Regional San before performance commences. Regional San 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 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:	\$2,000,000
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. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services, then a minimum \$2,000,000 each accident shall be required regardless of the number or mix of vehicles.
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 Regional San. At the option of Regional San, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as Regional San, 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 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 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

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 and the County, their respective governing boards, officers, directors, employees and authorized agents and volunteers. Any insurance or self-insurance maintained by Regional San, 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 Regional San, Sacramento Area Sewer District, and the County, their respective governing boards, officers, directors, officials, employees, agents or volunteers. Applies to policies in which Regional San, Sacramento Area Sewer District, and the County are 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 Regional San with evidence of each policy's renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify Regional San 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, Sacramento Area Sewer District, 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. **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 Regional San and the general public are adequately protected.
8. **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.
9. **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.

**APPENDIX A**

**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. 8392 Nicolaus Dairy Fire Tank. 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 and other entities as Additional Insured for the work specified see page 23.

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Name of Proposer (Person, Firm, or Corporation)

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Signature of Proposer's Authorized Representative

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Name & Title of Authorized Representative

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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 / 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. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFB number, closing date, and time shown.
- j. 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.
- k. The unit prices shall include all California sales and use tax or Sacramento County sales and use tax.

**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 Regional San Purchasing Manager or Engineer 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 Regional San, the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended.

**5. LIABILITIES:** The bidder shall hold the SASD, Regional San, 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 Regional San or bidder because of the unauthorized use of such articles.

- 6. CASH DISCOUNTS:** In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the Regional San's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County of Sacramento warrant or check.
- 7. DEFAULT BY VENDOR:** In case of default by vendor, SASD or Regional San 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 Regional San. Prices paid by Regional San 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 Regional San Purchasing Manager.
- 8. AWARDS:**

  - a. Regional San 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 Regional San. Regional San's decision shall be final.
  - b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, Regional San, 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:** Regional San reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
- 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:** Regional San 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 Regional San 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.

**APPENDIX B**

**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.

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**Firm Name**

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**Signature**

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**Printed Name**

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**APPENDIX C**

**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 Nicolaus Dairy Fire Tank, RFB# 8392.

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 \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

**APPENDIX D**

**INSTRUCTION FOR PERFORMANCE BOND**

The successful Bidder shall be required to execute through a corporate surety the Performance 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**

---

**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 Nicolaus Dairy Fire Tank, RFB #8392 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 \_\_\_\_\_, 2021, 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

\_\_\_\_\_  
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.)

**APPENDIX E**

**INSTRUCTIONS FOR PAYMENT BOND**

The successful Bidder shall be required to execute through a corporate surety the Payment 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**

---

**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 the Nicolaus Dairy Fire Tank, RFB # 8392 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 \_\_\_\_\_, 2021, 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

\_\_\_\_\_  
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.)

**APPENDIX F**

**COST RESPONSE**

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Regional San reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Regional San further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract.

ITEM NO.	DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL PRICE
1	Construction Staging (Mobilization, Demobilization)	LS	1		
2	Gravel	CY	7.75		
3	Fire Tank- 20,000 gallon along with fittings and level gage	1	1.0		
4	Sand	CY	2.0		
5	Vapor Membrane/Fabric	SF	314		
6	Drain valve	1	1		
7	Check Valve	1	1		
8	Trenching, Installing a short pipe connecting fire tank to stubbed supply line	LS	60		
9	Back Flow Preventer Valve	1	2		
	Total Bid				

**Addenda:**

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

\_\_\_\_\_  
 Signature of Bidder

\_\_\_\_\_  
 Title



**APPENDIX H**  
**REFERENCES**

---

R-1

Reference Name	
Address	
Contact Person/Title	
Phone Number	
Service Provided/Year(s)	

R-2

Reference Name	
Address	
Contact Person/Title	
Phone Number	
Service Provided/Year(s)	

R-3

Reference Name	
Address	
Contact Person/Title	
Phone Number	
Service Provided/Year(s)	

R-4

Reference Name	
Address	
Contact Person/Title	
Phone Number	
Service Provided/Year(s)	

**APPENDIX I  
 SUBCONTRACTORS**

Sub-1 \$ AMT      % of Work

Sub Name & Portion of Work			
Address			
Contact Person/Title/Phone Number			
CSLB #		DIR Registration #	

Sub-2 \$ AMT      % of Work

Sub Name & Portion of Work			
Address			
Contact Person/Title/Phone Number			
CSLB #		DIR Registration #	

Sub-3 \$ AMT      % of Work

Sub Name & Portion of Work			
Address			
Contact Person/Title/Phone Number			
CSLB #		DIR Registration #	

Sub-4 \$ AMT      % of Work

Sub Name & Portion of Work			
Address			
Contact Person/Title/Phone Number			
CSLB #		DIR Registration #	



**APPENDIX K**

**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:

**APPENDIX L**

**NONCOLLUSION 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 \_\_\_\_\_

**APPENDIX M**

**CONTRACTOR GUARANTEE**

The Contractor agrees to use and abide by the conditions of the following guarantee:

GUARANTEE FOR: Sacramento Regional County Sanitation District (SRCSD)

PROJECT: RFB # 8392 Nicolaus Dairy Fire Tank

We hereby guarantee that the work completed under RFB# 8392 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 the 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