

# REQUEST FOR PROPOSAL

<b>SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT 8521 Laguna Station Road Elk Grove, CA 95758</b>		Issue Date	July 19, 2019
		Bid Number	RFP#8347
<b>V E N D O R</b>		Return your proposal in an envelope, sealed and clearly marked on outside with bid number and date shown below to:  <b>Sacramento Regional County Sanitation District 8521 Laguna Station Road Elk Grove, CA 95758 Attn: RFP#8347</b>  Proposal must be received and logged in prior to the date and time indicated. Proposal will not be accepted after 3:00 P.M. on:  <h2 style="text-align: center;">August 8, 2019</h2>	
		<b>For Additional Information Contact</b>	
		Buyer	Tamblynn Stewart
		Phone	(916) 875-9014
Delivery Requirement: State Normal Delivery		Merchandise Delivery To:	

***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 the General Conditions of this Request for Proposal:

Firm Name	Terms of Sale
Signature	F.O.B. Point: Destination
Printed Name	Shipping Date _____ / ARO
Job Title	Estimated Day of Arrival at Destination _____ /After Shipment
Date:	Telephone:
E-Mail:	Fax:

## COMMODITY TITLE:

### Primary Deck Rehabilitation Project Phase 2

This Request for Proposal (RFP) is to establish a contract to install two new slide gates into a concrete channel and repair one concrete column in a similar concrete channel.

## NOTICE TO CONTRACTORS

**NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (Regional San) invites sealed proposals for the SRWTP Primary Deck Rehabilitation Project Phase 2**

**Proposals will be received at:**

Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758

**Until August 8, 2019 at 3:00p.m.**

To be reviewed by District representatives. Any Contractor who wishes its proposal to be considered is responsible for making certain that its proposal is delivered to said Purchasing Office.

**Proposal shall be addressed to:**

**Sacramento Regional County Sanitation District  
8521 Laguna Station Road  
Elk Grove, CA 95758  
Attn: RFP#8347**

Detailed proposal request document **RFP#8347** can be obtained by contacting the Sacramento Regional County Sanitation District Bidline [www.saccounty bids.com](http://www.saccounty bids.com) [www.sacsewer.com](http://www.sacsewer.com)

**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 (construction/alteration/demolition/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 Mandatory pre-proposal meeting** will be held on July 26, 2019 at 10:00AM at Sacramento Regional Wastewater Treatment Plant, 8521 Laguna Station Road, Elk Grove, CA 95831. The purpose of the meeting is to review and clarify project requirements, respond to questions from the proposers and allow prospective proposers the opportunity to observe the condition and location which may affect performance and pricing. It is the responsibility of prospective proposers to familiarize themselves with all requirements of the solicitation and identify any issues at this meeting.

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

Contractors 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.

Sacramento Regional County Sanitation District (Regional San) hereby notifies all proposers 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 proposals 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.

Sacramento Regional County Sanitation District (Regional San) reserves the right to reject any or all Proposals and waive any irregularity in Proposals received.

## **PROJECT BACKGROUND**

Regional San's mission is to protect public health and the environment by conveying, treating, and recovering resources from wastewater responsibly and cost effectively. Regional San owns and operates an extensive conveyance system, including 11 pump stations and 177 miles of interceptor pipelines, ranging in size from 36 to 144 inches in diameter. These facilities convey wastewater flows from residential and industrial users within the Sacramento area to the Sacramento Regional Wastewater Treatment Plant (SRWTP) located in Elk Grove.

The SRWTP is located at 8521 Laguna Station Road in Elk Grove on an approximately 3,550-acre site that is owned and operated by Regional San. The entire site is located north of Laguna Boulevard in the unincorporated area of Sacramento County, between Franklin Boulevard and Interstate 5. The site's northern boundary is south of Cosumnes River Boulevard. The existing SRWTP treatment facilities occupy approximately 900 acres. The remaining 2,650 acres comprise open space land and provide a buffer zone between the existing SRWTP facilities and nearby surrounding land uses.

The SRWTP provides wastewater treatment to the Sacramento area and surrounding cities, serving approximately 1.5 million customers. The SRWTP currently uses a secondary treatment process and the treated effluent is discharged into the Sacramento River near the town of Freeport. The treatment process has a design dry weather capacity of 181 million gallons per day (MGD).

Some facilities that carry wastewater through the treatment process have become deteriorated and are in need of rehabilitation. The Primary Influent Channel was originally built with a swing gate in the channel that was used to isolate one side of the treatment process from the incoming flow. The original swing gate has been removed due to excessive corrosion. Likewise the Primary Effluent Channel has a concrete column located in the center of the channel at a critical junction point and supports a concrete deck which is the ceiling of the channel.

Regional San is inviting firms (contractors) with experience in confined space entry, concrete demolition and replacement as well as mechanical assembly of stainless steel parts to propose and implement a solution to plan and install four slide gate guide rails and one column rebuild during a short (36 hour) plant shutdown. The work shall include entries into two concrete channels, and demolition of a 10 inch thick concrete deck section with a new section poured after channel work is complete.

## KEY ACTION DATES

RFP Issued:	July 19, 2019
Mandatory Pre-Proposal Meeting	July 26, 2019 at 10:00 am *Must bring signed waiver to attend (pg. 29) 8521 Laguna Station Road Elk Grove, Ca 95758
Question Deadline:	July 30, 2019 by 3 pm
Question Response:	August 5, 2019
Registration on DIR:	August 7, 2019
Proposal Submittal Deadline:	August 8, 2019 by 3:00p.m.
Intent to Award:	August 12, 2019
Insurance and Bonds Due:	August 19, 2019
Contract Award:	August 26, 2019
Completion of Work:	Prior to October 16, 2019

## SCOPE OF WORK

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The scope for this project includes development and submittal of a final project work plan (the proposal itself will serve as an initial draft project workplan), and entry into two concrete channels with installation of 4 slide gate guide rails and one stainless steel column assembly. The project workplan will need to be approved by SRWTP prior to commencing work. The project work plan must include an entry and access plan, an access request to enter and perform the work, and a safety plan. See Safety Requirements section below for more information. The district will provide the major stainless steel parts for installation in the channels.

The scope of work must be completed not later than October 16, 2019.

### Work Time Restrictions

The maximum time that the channels can be removed from service is 48 hours. Of this 48 hours, six hours are needed to isolate and drain the channels, and another 6 hours are needed to fill and place the channels back in service. This leaves **36 hours** of time for the contractor to enter the channels and to perform the work, and any required cure time for product(s) including full emersion cure time that may be proposed for repair/replacement work. Any shut down expected to be longer than 12 hours must be coordinated to occur with shutdowns already scheduled to occur between August through October 2019. There are approximately 5 shut downs planned every two weeks from August through October 2019. These shut downs are initiated at 11 pm. Based on this, the 36 hours available to the contractor would start at 5 am, and the contractor would have until 5 pm the following work day before the SRWTP will bring the channels back online. A tentative schedule of SRWTP shut downs for 2019 is included in **Attachment 3**. The tentative shut down dates are subject to change. Plant shutdowns less than 12 hours may be scheduled with coordination and approval from SRWTP. This work must be completed in 2019. SRWTP will not be able to drain these same channels in future years due to new treatment processes downstream of the primary treatment channels.

### Safety Requirements

The contractor should coordinate work at least one month in advance due to the significant coordination required to implement a full plant shutdown. Work must be coordinated through the SRWTP Access Request process. See **Attachment 2** for the Access Request procedures and form. The contractor's work must be performed within CAL OSHA requirements. Additionally, the contractor will be required to submit a project specific safety plan that includes a confined space rescue plan. The entry AR will need to include an hour by hour schedule for the work during the shutdown. Staff must be trained on confined space entry. Proposals shall identify general safety considerations that will be implemented by the contractor for the work. The contractor must identify the safety lead that will be present for the work in their proposal and include their resume as part of the Related Experience proposal section.

For the purpose of the proposal, any ventilation, lighting, mobile power, portable equipment, etc. is the responsibility of the contractor.

### **Documentation of Work**

The contractor shall include in their proposal how they plan to document final dimensions of the new gates for each channel.

### **Cleanup of Work Location**

The contractor must clean up their work site after completing work and remove any construction materials. The contractor should include in their proposal how they plan to ensure clean channels upon completion of work within the time restrictions.

## **Site Conditions and Work Requirements Related to Scope of Work**

### **Primary Influent / Primary Effluent Channel Details**

Drawings for the work are included in **Attachment 1**. The two channels are rectangular, reinforced concrete channels with a partial PVC liner. The channels are accessible by hatches or manholes in the deck that are near the work area. The numerous hatches will be open to aid in ventilation while work is being conducted in the channel.

### **Channel Isolation and Dewatering**

SRWTP staff will isolate the structures for the contractor, and drain the channel. The contractor will be responsible for any additional dewatering or sandbagging needed inside the channels for the contractor to complete the installation. Contractor will provide any equipment needed for dewatering work.

**LIST OF ITEMS REQUIRED TO BE RETURNED WITH SUBMITTED PROPOSAL**

Contractor must provide complete and current information for all categories listed below. Contractors shall provide the original and one (1) copy of the proposal. Mark the original as “Original” or “Master”. Page sizes shall be 8 ½ x 11 with font size no smaller than 12 pt. Figures and tables may be included on 11x17 sheets.

<b>Item</b>	<b>Description</b>	<b>Page Number in RFP</b>
1	Signed Cover Page	1
2	Project Approach	20
3	Project Schedule	21
4	Exceptions Page	22
5	Relevant Project Experience	23
6	References	24
7	Guarantee	25
8	Cost Response Page	26
9	Proposal Ranking Criteria	27
10	Proposer’s Statement Regarding Insurance Coverage Signature Page	35
11	Instruction for Performance Bond	36
12	Instructions for Payment Bond	39
13	Contractor License Certification Page	42
14	Subcontractors Page	43
15	Noncollusion Declaration	44



**Project Approach (maximum of 20 pages):** The project approach must show a complete understanding of the project including the limited window of opportunity to access the channel. The response must demonstrate a complete understanding of the scope of work, the site conditions/work restraints related to the scope of work, and the attachments included in this RFP by providing additional information and drawings. The project approach shall clearly document where entry into the channels will occur, and safety provisions implemented to ensure safety of the staff performing the work in the channels. The contractor shall include a detailed work sequencing plan or timeline to show that their proposed solution can be implemented within the time restraints included in the RFP.

The proposal shall clearly identify how the proposed solution maintains the integrity/function of the expansion joint. The proposal shall clearly identify what materials would be used for the repair. Data sheets and specifications for materials proposed for repairs can be attached in a separate proposal section without a page restriction. The proposal shall clearly identify if the work in the two separate conduits can be performed in a single plant shut down or multiple plant shut downs will be required. The project approach section of the proposal should identify how this safety lead identified for the project would manage safety on the project site.

**Anticipated Work Schedule (maximum 1 page, 11x17):** Provide a project schedule including planning, procuring equipment, finalizing project workplan with SRWTP, and implementing the work. A detailed sequencing of the work within the shut down time restrictions should be included in the project approach section and should not be included in this section.

**Relevant Project Experience (Maximum 5 pages):** Identify projects where the contractor successfully implemented structural concrete modifications or performed similar work in confined spaces with significant work, safety, or time restrictions similar to this project. Include the resume of the staff proposed to be the safety lead for this project and their experience with similar work conditions. The proposed safety lead must coordinate the entry into the channels and be on site while the project work is performed, or the contractor must propose a different safety lead prior to performing the work for approval.

**References (maximum 2 pages):** The proposal shall include a minimum of three references for similar work (i.e. structural concrete modifications, work in confined space, work with significant time restraints). Include contacts for any key reference for similar work identified in project experience section including name, agency, phone number, and email address.

## INTRODUCTION

**INVITATION** - The Sacramento Regional County Sanitation District invites Responses which offer to provide the goods and/or services identified on the Cover Sheet.

**DEFINITIONS** - We intend to express our expectations clearly, and they are to be legally interpreted in Sacramento Regional County Sanitation District's 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 the District organization, including, as the context will indicate:

*District* - Sacramento Regional County Sanitation District  
– Regional San - Sacramento Regional County Sanitation District

**YOU/YOUR** are terms that 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 Proposer or Supplier will have:

*Supplier* - A business entity engaged in the business of providing the New Front Doors.

*Proposer* - A business entity submitting a Response to this RFP. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the proposal requirements.

*Contractor* - The Proposer(s) who's Response to this RFP is evaluated as meeting the needs of SRCSD. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the product described in the RFP.

*Subcontractor* - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.

*Contractor's Employee* - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, SDI, etc.).

**REQUEST FOR PROPOSAL (RFP)** - This entire document, including attachments.

**RESPONSE** - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on SRCSD or Contractor with respect to requirements stated within this RFP or resulting contractual obligations.

**RFP CLARIFICATION** - Questions regarding this RFP should be directed to the Issuing Officer specified below. Answers citing the question, but not identifying the contractor, will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by – Regional San, or its agents shall not be binding.

**DEADLINE FOR PROPOSAL SUBMITTAL – August 8, 2019 by 3:00pm**

**PROPOSER RESPONSIBILITY** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically raised objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

**SUBMISSION OF PROPOSALS** - Proposals should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.

**COMPLETENESS** - Proposal shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

**FALSE/MISLEADING STATEMENTS** - Proposal 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 the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

**PROPOSAL SIGNATURE** - The proposal must be signed by an individual who is authorized to bind the responding 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 the District. An unsigned proposal shall be rejected.

**AWARD** - SRCSD will award to the contractor who presents the greatest value, in our view, to SRCSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District to be in the best interest of SRCSD. Thus, the result will not be determined by price alone.

**CONTRACT EXECUTION** - This RFP and the Contractor's Response will be made part of any resultant Contract(s) and will be incorporated in the Contract(s) as set forth.

**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 Contractors Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

**ISSUING OFFICER** - The issuing officer and mailing address to send Proposals, questions, and all other correspondence concerning the RFP is:

**Issuing Officer:**

**Tamblynn Stewart**  
**Sacramento Regional County Sanitation District**  
**8521 Laguna Station Road**  
**Elk Grove, CA 95758**  
**(916) 875-9014**  
**stewartt@sacsewer.com**

**Project Contact:**

**Aaron Bihlman**  
**Project Manager**  
**Sacramento Regional County Sanitation District**  
**(916) 875-9214**  
**bihlmana@sacsewer.com**

Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

**Information provided in this request for proposal:**

- Cover Page (page 1)
- Notice to Contractors
- Key Action Dates
- Scope of Work
- Site Conditions and Work Requirements Related to Scope of Work
- List of Items to be Returned with Proposal
- Introduction
- General Conditions
- Terms and Conditions
- Project Approach Page
- Project Schedule
- Exceptions Page
- Relevant Project Experience Page
- References Page
- Guarantee Page
- Cost Response Page
- Proposal Ranking Criteria
- Release, Waiver of Liability and Indemnity Agreement
- District Insurance Requirements
- Proposers Statement Regarding Insurance Coverage
- Instruction for Performance Bond
- Performance Bond
- Instruction for Payment Bond
- Payment Bond
- Contractor License Certification
- Subcontractors Page
- Noncollusion Declaration
- Attachment 1: Project Drawing Set
- Attachment 2: Specification Set
- Attachment 3: Tentative Shut Down Schedule??

**Note:** The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope. Refer to instructions on the cover page.

**Protests:** After receipt of the District's Intent to Award notice, any proposer who has questions or concerns should immediately contact the Issuing Officer for discussion. Any proposer 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 the District. **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.

## GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, 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 District Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the District warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from Regional San, the vendor certifies that their business entity is in compliance with the Americans with Disabilities Act of 1990, as amended.
5. **HOLD HARMLESS:** The vendor shall hold the Sacramento Regional County Sanitation District, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the Sacramento Regional County Sanitation District or himself because of the unauthorized use of such articles.
6. **DEFAULT BY VENDOR:** In case of default by vendor, the Sacramento Regional County Sanitation District 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 Sacramento Regional County Sanitation District. Prices paid by the District shall 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.
7. **RIGHT TO AUDIT:** The Sacramento Regional County Sanitation District reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the District Purchasing Manager of the Sacramento Regional County Sanitation District. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote 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) & 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 shall be made and become effective at the time the purchasing body tenders final payment to the quoter.

9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, 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.
10. **F.E.T. EXEMPTION:** Sacramento Regional County Sanitation District is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **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.
12. **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.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the Sacramento Regional County Sanitation District without written notice of acceptance thereof prior to shipment.
14. **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.
15. **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.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deduction, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the District Purchasing Manager.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.



## TERMS AND CONDITIONS

**Valid Offer:** Proposals received are an irrevocable offer and shall be valid for one hundred and twenty (120) days following the closing date for receipt of proposals.

**Changes to Proposal:** The District retains the right to negotiate changes in a proposal by any offer and/or to reject any or all proposals if none of the submittals are responsive to the District's needs.

**Public Record:** All proposals become the property of the District. Accepted proposals and subsequent award(s) become public records. Proprietary information must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.

**Terms of Sale:** Terms of sale may include a cash discount; however, a minimum of "Net 30 days" will be required for this RFP/award.

**Cash Discounts:** Cash discounts of less than thirty (30) days and cash discounts offered with 10<sup>th</sup> proximo will be considered as "Net 30 days" in the calculation of lowest proposal.

**F.O.B. Point:** The f.o.b. point shall be f.o.b. destination.

**Licenses and Permits:** Contractor shall obtain and keep in effect, at all times during the term of the agreement, any licenses and permits necessary for the Contractor's operations. All such costs shall be at the Contractor's expense.

**Health and Safety:** Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by California Department of Industrial Relations and Cal-OSHA (California-Occupational Safety and Health Administration).

**Work on District Premises:** Except for those risks inherent in the contracted work, District agrees to provide Contractor and its employees a safe working environment for any work that must be undertaken on premises owned or leased by District. While Contractor's employees are on District's premises, Contractor shall maintain strict work discipline that affects its work in compliance with governmental laws and occupational health and safety regulations.

**Standards of Conduct:** Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. Contractor and staff shall always be courteous, cooperative and professional toward District representatives and the public in the course of their work. All assignments and problems shall be handled promptly and professionally to the satisfaction of the District.

**Correspondence:** Contractor or his/her designated officer shall respond to all inquiries and complaints expeditiously and in a professional manner. Correspondence shall be made on the Contractor's official stationary.

**Termination upon Unsatisfactory Performance:** Whenever, in the opinion of the District, the said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory condition(s), District may declare the contract in default, terminate the contract, and contract with another.

**Notwithstanding any provision to the contrary, District shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor fails to perform the services pursuant to the contract, Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.**

**Right to Terminate:** Either party may terminate the contract, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least sixty (60) calendar days after receipt of notice by the non-terminating party. Notwithstanding, Contractor shall remain obligated to provide goods pursuant to the contract and District shall remain obligated to pay compensation for the goods ordered prior to the effective date of such termination.

**Force Majeure:** Contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase if hindered or prevented by fire, strikes, or acts of God.

**Changes:** Should District request any deviations, additions or deletions of items specified on the contract, it shall be at liberty to do so. Such alterations shall not nullify the contract, but shall be added or be deducted from the agreed amount, as the case may be, by a fair and reasonable valuation, and upon the mutual agreement of the parties.

**Toll-free Telephone Number:** In the event the successful Contractor's place of business is located out of the local telephone dialing area of 916, a toll-free telephone number shall be provided or Contractor shall agree to accept collect calls from the District.

**Subcontracting:** Performance of work may not be subcontracted except upon consent of District; and, no such subcontracting will be permitted if it would relieve the original contractor or his surety of their responsibilities under the contract.

**Non-recognition of Subcontractors:** No subcontractor will be recognized as such, and all persons engaged in the work under the contract will be considered as employees of the contractor, and their work shall be subject to all provisions of the contract. The District and its representatives will deal only with the contractor, who shall be responsible for the proper execution of the work.

**Drug-free Workplace:** In submitting a Request for Quotation/Bid/Proposal, Contractor certifies that its place of business provides a drug-free workplace and has:

1. Published a "Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor's workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
  - a. The dangers of drug and alcohol abuse in the workplace.

- b. The Contractor’s policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor’s “Drug-free Workplace” statement.

**Non-appropriation:** The contract will be subject to annual appropriation by the Board of Directors. Should the Board fail to appropriate funds for this contract, it will be terminated when existing funding is exhausted.

**Non-discrimination:** Contractor shall not discriminate in the provision of services because of color, race, creed, national origin, religion, sex, sexual orientation, age, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), American with Disabilities Act (42 U.S.C. Section 12131 et seq.), and other applicable laws requiring no discrimination.

**Non-assignment:** Contractor shall neither assign nor subcontract any part of the services under this contract without prior written consent of the District.

**Unrestricted Quantities:** The District is not limited to purchase all of its requirements from any contract resulting from this RFP/award.

**Contractor not an Agent:** Except as the District may specify in writing, contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to the contract to bind the District to any obligation whatsoever.

**Compliance with all Laws and Jurisdiction:** Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, directives, and laws. The laws of the State of California, the State in which this contract was executed, shall govern the interpretation and enforcement of this contract. The parties agree to submit any disputes arising under this contract to a court of competent jurisdiction located in Sacramento, California.

**In Writing:** Oral communications with District employees about this Request for Proposal shall not be binding on the District, and shall not excuse Contractor from any obligation set forth herein. No modifications or amendment to the Request for Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the issuing buyer.



**ANTICIPATED WORK SCHEDULE (1 page, 11x17 maximum)**









## **GUARANTEE**

As noted in the project specifications, the contractor must guarantee their work for a minimum of 1 year. Proposals will be scored based on length and quality of the guarantee proposed for the work.

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## SEALED COST PROPOSAL

A cost proposal for services outlined in this RFP or modified as proposed shall be provided in a separate sealed envelope. The envelope for the top ranked consultant will be opened for the purpose of negotiating scope and fees related to the proposed agreement. If a mutually agreeable contract is not reached, Sacramento Regional County Sanitation District will disqualify the selected consultant and initiate negotiations with the next higher ranked consultant. The envelopes for the firms not selected will be returned unopened after contract negotiations are complete.

The Sacramento Regional County Sanitation District 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 effect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The cost proposal shall include scope to:

- Finalize Project Workplan, including Mobilization & Demobilization
- Prepare and submit access requests
- Coordinate/schedule work with district
- Prepare and submit site specific safety plan
- Perform Guide Rail Installation
- Perform Concrete Deck Demolition and Hatch Installation including Stainless Steel Frame and Hatch
- Provide Carbon Steel Test Gate: Fabrication and Testing.

Compensation will be on a time-and-materials basis not to exceed the authorized amount. The cost proposal shall include hourly rates and associated labor classifications for those staff to be billed to the project

## COST RESPONSE PAGE

Provide a complete cost response indicating unit price if applicable. Proposals must be submitted on the cost response form furnished within this RFP. Proposals not received on the specified form will be rejected. Proposals are to be clear and legible. Errors in mathematical calculations will be corrected with unit price governing. The corrected total shall be deemed the amount proposed.

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 item shown herein.

The Sacramento Regional County Sanitation District 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 effect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The Sacramento Regional County Sanitation District reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal or the proposal procedure, and to delete any items of work in the award of contract.

Complete the “Line Item Total” columns in legible handwriting or with typed figures.

Item	Description	Estimated Quantity	Unit	Unit Price (\$/unit)	Line Item Total
1	Finalize Project Workplan, Mobilization & Demobilization (Not to exceed 10% of Total Proposal)	1	LS		
2	Guide Rail Installation.	1	LS		
3.	Concrete Deck Demolition and Hatch Installation including Stainless Steel Frame and Hatch.	1	LS		
4.	Carbon Steel Test Gate: Fabrication and Testing.	2	EA		
<b>Total Proposal Amount</b>					\$
<div style="margin-bottom: 10px;">_____</div> Signature of Proposer <div style="margin-top: 10px;">_____</div> Title					

## PROPOSAL RANKING CRITERIA

A selection committee consisting of SRCSD engineering staff will rate the proposals received. The successful proposer will be the top proposer with the highest total score. In the event of a tie, a SRCSD representative will interview the contractors that have equal scores to determine which contractor better understands and represents a commitment to perform the services described in this RFP.

The criteria for evaluating the written proposals are described below:

<b>Criteria</b>	<b>Point Value</b>
Overall Responsiveness to RFP Requirements	10
Detailed Project Approach	45
Related Project Experience	15
References	15
Guarantee	15
<b>Total</b>	<b>100</b>

**Release, Waiver of Liability and Indemnity Agreement**

(For companies sending representatives, other than sole proprietor owners, to the pre-proposal site walk-through)

In consideration for permission to attend the mandatory pre-proposal site walk-through, July 24, 2019, to enable bidding for award of the above-referenced contract, the undersigned company hereby waives all claims and recourse, including right of contribution or subrogation by it and its insurers against the District and the County of Sacramento, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers for any liabilities arising out of injury or property damage to any agent of the undersigned company, its agents, representatives, employees and volunteers that occurs during the site walk-through. The undersigned company further agrees to indemnify and hold harmless the District and the County of Sacramento, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from attendance at the site walk-through by representatives of the undersigned company, except to the extent caused by the gross negligence or willful misconduct of the District and the County of Sacramento, their respective Board of Directors/Supervisors, officers, agents, employees and volunteers.

The undersigned company further expressly agrees that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**IMPORTANT:**

**THIS DOCUMENT RELIEVES THE DISTRICT AND THE COUNTY OF SACRAMENTO AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.**

**I HAVE READ THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT THE BELOW-NAMED COMPANY AND ITS EMPLOYEES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. IT IS ACKNOWLEDGE THAT THE SIGNING OF THIS AGREEMENT IS BEING DONE FREELY AND VOLUNTARILY, AND IS INTENDED BY THE SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
(Print company name)

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print title – authorized to sign for company)

**Representatives other than sole proprietor owners must bring this signed form to the mandatory pre-proposal site walk-through or they will not be allowed to walk the site and the company will not be allowed to submit a proposal.**

**Integration Clause: This contract constitutes the entire contract between District and Contractor regarding the subject matter of the contract. Any prior agreements, whether oral or written, between District and Contractor regarding the subject matter of this contract are hereby-terminated effective immediately upon full execution of this contract. No modification or amendment to this contract shall be valid unless it is set forth in writing and is signed by the parties hereto.**

# DISTRICT INSURANCE REQUIREMENTS

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 CONTRACTOR, its 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 DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of 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.

## 1. Verification of Coverage

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

## 2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

**GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by DISTRICT Risk Manager.

**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

**WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

**CONTRACTORS POLLUTION LIABILITY (CPL):** Insurance which provides coverage for liability arising from the sudden and accidental release of pollution on the project site or transportation of pollutants from or to the project site. The minimum limits shall not be less than \$1,000,000 per claim or pollution incident and \$1,000,000 aggregate. The CPL must provide coverage for:

1. Insuring all of the services the Contractor provides in the normal course of operations under the Contract. Partial operations coverage is unacceptable.
2. Bodily injury, sickness, disease, sustained by any person, including death.
3. Property damage includes physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages.
4. Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims.
5. Contractual liability coverage, e.g. coverage for liability assumed by the named insured under a written contract or agreement.
6. The full scope of the Contractor's operations as described within the scope of the Work.
7. The policy must provide coverage for third-party claims arising from owned and non-owned disposal sites utilized in the performance of this contract.
8. This coverage can be provided on either claims made or occurrence based policy form.
9. The policy must insure contractual liability, be Primary and Non Contributory and name Agency as an Additional Insured.

If CPL coverage is written on a claims-made form, the following provisions apply:

1. The "Retro Date" must be shown, and must be on or before the date of the Contract or the beginning of the Work.
2. Contractor must maintain the required CPL policy at not less than the required minimum limits, for not less than one (1) year after Final Acceptance of the Work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after Final Acceptance of the Work.

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 (other than Professional Liability) designated under the Minimum Scope of Insurance.

**3. Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

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

Automobile Liability:



- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
- c. 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.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Contractor's Pollution Liability: \$1,000,000 per claim or pollution incident and \$1,000,000 Aggregate.

**4. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by DISTRICT.

**5. Other Insurance Provisions**

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

**6. All Policies:**

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. DISTRICT 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 DISTRICT and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide DISTRICT with evidence of each policy's renewal within ten (10) days 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.

**7. Commercial General Liability, Commercial Automobile Liability and Pollution Liability:**

- a. ADDITIONAL INSURED STATUS: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.
- b. 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.

- c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents. Any insurance or self-insurance maintained by SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- d. **SEVERABILITY OF INTEREST:** 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.
- e. **SUBCONTRACTORS:** CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

**8. Workers' Compensation:**

**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 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, SACRAMENTO AREA SEWER DISTRICT and the COUNTY OF SACRAMENTO, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

**9. Property**

**PROPERTY AND INLAND MARINE WAIVER OF SUBROGATION:** Any Property or Inland Marine insurance policies (such as are used to insure contractors' equipment) maintained by CONTRACTOR in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against DISTRICTS and COUNTY OF SACRAMENTO.

**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 DISTRICT, CONTRACTOR shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if 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.

**11. INDEMNITY:**

Proposers are expected to agree to the following indemnity:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Regional County Sanitation District, Sacramento Area Sewer District and the County of Sacramento, their 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.

**PROPOSER’S STATEMENT  
REGARDING INSURANCE COVERAGE**  
To Be Submitted with Proposal

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8347 SRWTP Primary Deck Rehabilitation Project – Phase 2. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer 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

## **INSTRUCTION FOR PERFORMANCE BOND**

The successful Proposer shall be required to execute through a corporate surety the Performance Bond included herein. The successful Proposer 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 Proposer 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 SRWTP Primary Deck Rehabilitation Project – Phase 2, RFP No. 8347 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 \_\_\_\_\_, 2019, 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.)

## **INSTRUCTIONS FOR PAYMENT BOND**

The successful Proposer shall be required to execute through a corporate surety the Payment Bond included herein. The successful Proposer 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 Proposer 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 SRWTP Outfall Expansion Joint Repair Project, RFP No. 8347 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 \_\_\_\_\_, 2019, 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.)

CONTRACTOR LICENSE CERTIFICATION

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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:

## SUBCONTRACTORS

Sub-1 \$ AMT      % of Work

Sub Name			
Address			
Contact Person/Title			
Phone Number			
CSLB #		DIR Registration #	

Sub-2 \$ AMT      % of Work

Sub Name			
Address			
Contact Person/Title			
Phone Number			
CSLB #		DIR Registration #	

Sub-3 \$ AMT      % of Work

Sub Name			
Address			
Contact Person/Title			
Phone Number			
CSLB #		DIR Registration #	

## NONCOLLUSION DECLARATION

To Be Submitted with Proposal

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or a sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from submitting a Proposal. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal 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 Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer 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 Proposer.

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 \_\_\_\_\_