

**REQUEST FOR BID**

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

**SACRAMENTO AREA SEWER DISTRICT**8521 LAGUNA STATION ROAD  
ELK GROVE, CA 95758-9550

Issue Date

**February 11, 2026**

Bid Number

**RFB# 8528**C  
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Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown below to:

**SACRAMENTO AREA SEWER DISTRICT  
8521 LAGUNA STATION ROAD  
ELK GROVE, CA 95758-9550  
ATTN: RFB# 8528****Bids must be received at Sacramento Area Sewer District  
Reception and logged in prior to the date and time indicated.  
Bids will not be accepted after 3:00 P.M. on:****March 6, 2026**

For Additional Information Contact

Issuing Officer:

**Tyler Carlson**

PHONE:

**(916) 875-1012**Merchandise or Service for Delivery To:  
Sacramento Area Sewer District  
8521 Laguna Station Road  
Elk Grove, CA 95758**FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE**

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

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

**Lined Dedicated Land Disposal Units (LDLDs) Lime Application**

# Lined Dedicated Land Disposal Units (LDLDs) Lime Application

## NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (EchoWater Facility) invites sealed bids to provide all labor and equipment necessary for RFB# 8528 LDLDs Lined Dedicated Land Disposal Units (LDLDs) Lime Application, located at 8521 Laguna Station Road, Elk Grove, CA 95758.

**ENGINEER'S ESTIMATE: \$200,000**

Bids will be received at the EchoWater Facility's Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00 p.m., March 6, 2026** to be publicly opened and declared aloud by SacSewer representatives.

- 1) Any bidder who wishes its bid to be considered is responsible for making certain that its bid is actually delivered to the EchoWater Facility Office. Bids shall be addressed to the Sacramento Area Sewer District, 8521 Laguna Station Rd, Elk Grove, CA 95758, Attn: RFB# 8528
- 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. No contractor or subcontractor may be listed on a bid 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)].
- B. 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.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- D. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- E. The County of Sacramento Labor Compliance Section will act as an agent of the Sacramento Area Sewer District and monitor this project for compliance. All questions regarding prevailing wage requirements should be directed to the Labor Compliance Section at (916) 875-2711.
- F. 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-bid meeting** will be held on **February 25, 2024 at 10:30 AM** at the EchoWater Facility - 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 visit the location of the work. 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 Hector Baños at [banosh@sacsewer.com](mailto:banosh@sacsewer.com) with attendee names no later than 24 hours prior to the meeting. This information is required to provide access at the Facility's security gate.**

Detailed bid request documents for RFB# 8528 can be obtained by contacting Tyler Carlson at (916) 875-1012 or [carlsont@sacsewer.com](mailto:carlsont@sacsewer.com), or on SacSewer's general business opportunities website: <https://www.sacsewer.com/business-opportunities/>

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

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

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

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

## **SCOPE OF WORK**

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### **Overview**

The Contractor will be responsible for providing the following supplies and services in a timely manner:

- Supply (including material and delivery) of agricultural limestone material of specified quality and quantity at the EchoWater Facility - 8521 Laguna Station Rd, Elk Grove, CA 95758.
- Spread agricultural limestone material of specified quality and quantity on the Lined Dedicated Land Disposal Units (LDLDs) 2, 3, and 4 application area - three 37-acre or a total of 111-acre.

<b>Item No.</b>	<b>Quality</b>	<b>Quantity</b>	
<b>Agricultural Limestone</b>	Calcium carbonate equivalent (C.C.E.)	Ton of lime per acre (ton/acre)	Ton of lime for all three LDLDs 2, 3, & 4 (ton)
<b>1</b>	90±5 %	15	1665

### **Background Information**

The Sacramento Area Sewer District operates the EchoWater Facility in Elk Grove, CA. The EchoWater Facility regulated by the Waste Discharge Requirements (WDRs) includes dedicated land disposal units (LDLDs) that have received stabilized sludge (biosolids) from the treatment process. Each LDLD is comprised of a 37-acre biosolids application area (and a 4-acre lined stormwater runoff area). WDRs requires EchoWater Facility to maintain LDLDs soil pH above 5. Hence, EchoWater Facility applies lime (on a 37-acre biosolids application area) as needed to maintain the proper soil pH and prevent the leaching of heavy metals. Please refer to the site map of LDLD 2, 3, and 4 (Attachment 1).

### **Scope of Work**

1. The work to be completed in RFB# 8528 includes all labor, equipment, materials, and incidentals necessary to complete this project as shown in the RFB contract documents.
2. The Scope of Work includes procurement, loading, transportation, and unloading and spreading Material on LDLDs 2, 3, and 4, over a 7 business day period or less, on a firm price basis, as per the terms and conditions of this Document and includes all ancillary works though not specifically mentioned, but which are required to complete the Scope of Work or any part thereof.
3. Material shall be supplied following the Good Industry Standards and in compliance with Applicable Laws.
4. The Material shall be supplied at EchoWater Facility as per schedule provided by the staff.
5. Quality Determination: The Supplier shall test the quality of the Material supplied to EchoWater Facility and will submit quality test report along with the supplied Material with specific mention of the purity of the Material on a Calcium Carbonate Equivalent ( $\text{CaCO}_3$ ) basis (C.C.E.).
6. The trucks loaded with the Material must be covered with good quality tarpaulin which should be properly tied up with ropes. The Supplier shall provide the appropriate size of tarpaulin for the full covering of trucks as well as covering and liner for on-site storage and containerization as needed. Tarpaulin shall be removed and taken back by the Supplier.
7. The trucks used to spread the Material must be equipped with flotation tires.
8. Quantity determination: All bulk shipments must contain a weight ticket from a certified weigh station in addition to a shipping manifest and Certificate of Analysis.
9. Work Plan: The Bid shall include a work plan (no more than three pages) detailing the equipment and methods to be used for lime application.
10. Spillage: The Supplier will be responsible for any regulatory fines or fees associated with chemical spills caused by the supplier. The Supplier must provide safety training on the safe handling and use

of chemical and emergency procedures in the event of a spill. Should a chemical spill result due to negligence, faulty equipment, or inferior packaging on the part of the Supplier or their agents, the Supplier and their agents must be responsible for cleaning the spill and for bearing and cost incurred due to spill clean-up. It must be the Supplier responsibility to effect immediate containment, clean-up, disposal, and restoration activities in accordance with EchoWater Facility's requirements and any and all applicable laws and regulations. All material associated with such clean-up operations must be hauled away and lawfully disposed of at no charge to EchoWater Facility. The property of EchoWater Facility where the delivery is being made must not be used for such disposal. If the spill is NOT cleaned up, EchoWater Facility will hire a certified hazardous material handling company to clean up the spill, and the costs incurred will be charged to the Supplier. Chemicals must stay in the possession of the Supplier and must not be unloaded until accepted by EchoWater Facility. All chemicals must be delivered in accordance with Department of Transportation regulations.

11. Safety Requirements: The Supplier, their employees, subcontractors, and/or agents must conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety, and they must adhere to all State, Federal, and Occupational Safety and Health Act (OSHA) safety standards.

## KEY ACTION DATES

Bid Issue:	February 11, 2026
RFB Advertisement:	February 11, 2026 and February 18, 2026
<u>Mandatory Pre-Bid Meeting</u>	<b>February 25, 2026 at 10:30 AM</b> EchoWater Facility 8521 Laguna Station Road Elk Grove, CA 95758
Question Due Date:	February 27, 2026
DIR Registration Due:	March 4, 2026 Bids from Contractors not registered on the Department of Industrial Relations website by this date will not be opened.
Bid Due Date:	<b>March 6, 2026 by 3:00 PM</b>
Intent to Award:	March 11, 2026
Contract Award:	March 19, 2026
Provide Required Insurance and Bonds	March 26, 2026
Vet Bonds	April 1, 2026
Notice to Proceed:	TBD
Project Completion:	30 calendar days after notice to proceed

## **INTRODUCTION**

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**INVITATION** – The Sacramento Area Sewer District, Purchasing & Material Support, invites Responses which offer to provide the goods and/or services identified on the Cover Sheet, page 1.

**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 Area Sewer District, a duly organized public entity. They may also be used as pronouns for various subsets of EchoWater Facility organization, including, as the context will indicate:

*SacSewer* – Sacramento Area Sewer District; Owner, operator, and governing entity for operations at the EchoWater Resource Recovery Facility, including this project.

*EchoWater Facility* – EchoWater Resource Recovery Facility

**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 EchoWater Facility. 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 amendment 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 SacSewer’s “Intent to Award” notice, any bidder who has questions or concerns should immediately contact the Issuing Officer for discussion. Any bidder who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of SacSewer. **No protest received after 4 p.m. on the 3<sup>rd</sup> business day shall be accepted.**

If any SacSewer 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.

**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 RFB (as it may be supplemented);
- 3) The provisions of the Contractors’s Reponse (as it maybe clarified);

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

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

Tyler Carlson  
Contract Services Officer  
Sacramento Area Sewer District  
(916) 875-1012  
[carlsont@sacsewer.com](mailto:carlsont@sacsewer.com)

**PROJECT CONTACT** – The project contact for this RFB is:

Hector Baños  
Project Engineer  
Sacramento Area Sewer District  
[banosh@sacsewer.com](mailto:banosh@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 EchoWater Facility.

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 straightforward, 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 SacSewer, such information was intended to mislead SacSewer 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 SacSewer. An unsigned Bid shall be rejected.

**ACCEPTANCE AND REJECTION OF BIDS** – SacSewer 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 SacSewer.

**SacSewer's decision shall be final.**

## **BID INQUIRES –**

Questions regarding this RFB and questions regarding drawings and specifications shall be referred to:

Tyler Carlson  
Contract Services Officer  
(916) 875-1012  
carlsont@sacsewer.com

These inquiries are to be submitted by **3:00 PM on February 27, 2026**. Any interpretations by SacSewer 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.

**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)
- Two (2) copies of the bid and mark the original as the "Original" or "Master Copy"

**Note:** SacSewer will not accept bids by way of facsimile transmission or e-mail. Bids must be signed and received in a sealed envelope by 3:00 PM on March 6, 2026. Refer to instructions on the cover page.

## **PRIMARY SPECIFICATIONS**

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### **PRE-BID MEETING**

A **mandatory** Pre-Bid meeting will be held on **February 25, 2026 at 10:30AM** at the EchoWater Facility. 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.

**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 SacSewer. A copy of each such addendum issued by SacSewer will be e-mailed to each person receiving a set of these documents and shall be made as 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 of receipt of Notice to Proceed. Failure to diligently pursue the work may result in the termination of Contract by SacSewer.

The time for completion of this contract is **30** calendar days after notice to proceed.

### **LIQUIDATED DAMAGES**

Liquidated damages shall be \$500.00 during submittals and \$3,000.00 during construction for each calendar day delay beyond time allowed under Specification 01011.

### **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, 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. Review of submittal information shall not waive or change any requirements of the contract documents. See technical specification 01300 for additional requirements.

### **FACILITY ACCESS:**

EchoWater Facility continuously receives and treats wastewater. The Work shall be planned and executed without interfering or interrupting EchoWater Facility personnel, facility operations or treatment processes. Reliability of facility 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 EchoWater Facility.

EchoWater Facility 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 EchoWater Facility permits shall not result from the Work. Any discharge or bypassing shall immediately be reported to the Plant Control Center (PCC).

EchoWater Facility will require Contractor to stop or restrict any activity that has or could result in an unauthorized discharge or permit violation. EchoWater Facility 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, see item C. below. The AR form shall be submitted by the Contractor for approval at least 15 working days prior to the start of any construction. Interruption of or connection to an existing system, operation or process requires a Shutdown Plan to be included with the Access Request.

All Contractor and subcontractor staff assigned to work at the EchoWater Facility shall obtain an identification badge and shall wear/display their badges at all times while at the EchoWater Facility. The Contractor must submit to the EchoWater Facility Representative a weekly list which includes scheduled deliveries to the job site and staff members who have received badges.

All Contractor staff must attend EchoWater Facility Safety Orientation and badge use training at a minimum prior to issuance of badges. Training is anticipated to be 3 hours total in duration.

#### **A. INTERRUPTION OF POWER, CONTROLS, INSTRUMENTATION**

1. The number and duration of outages of existing power, control and instrumentation systems will be limited. Work shall be completed in a minimum of time. Alternate power sources or generators may be required. Only one power source to a substation may be de-energized at a time. Power, control and instrumentation systems shall be returned to service at the end of each day. Work that prevents returning a power, control or instrumentation system to service at the end of the shift shall be pursued to completion utilizing overtime and additional workers.
2. EchoWater Facility will isolate, de-energize, and re-energize existing power, control and instrumentation systems.

#### **B. DRAINING, DEWATERING AND CLEANING**

1. Draining pipelines, channels, basins, tanks and other facilities are not anticipated to facilitate this Work. Any draining, dewatering or pumping the Contractor deems necessary for the Work shall be done by the Contractor at no additional cost to SacSewer. Rinsing, flushing and cleaning that is necessary for the Work shall be done by Contractor at no additional cost to SacSewer.
2. An Access Request shall be submitted for approval of the disposal method for leakage, pumping or cleaning water.

#### **C. ACCESS REQUESTS**

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

- Transport and use of heavy machinery (>H20 load, i.e. 40,000lbs)
  - Mobilization and demobilization
  - Tie-ins, shutdowns, process or utility bypasses
  - Sacramento Area Sewer District personnel or vehicle movement will be restricted
  - A roadway (or other access) will be restricted or closed
  - Dewatering
  - Excavation
  - A facility will be modified for construction or demolished,
  - A utility, system or process will be interrupted
  - Prior to Operational Testing
2. A fully completed Access Request form shall be submitted 15 days prior to the date proposed for commencement of work. A separate Access Request is required for each activity, operation or test.
  3. An Access Request describes the activity, indicates the system or equipment that will be affected, lists the labor and equipment to be utilized, indicates the date, time and duration, and describes safety precautions to be observed. Drawing and section numbers shall be indicated where appropriate. A Shutdown plan shall be included with the Access Request when the work affects an operating system or process.
  4. The Contractor shall plan and schedule Access Requests whenever possible. An Access Request will be reviewed and returned within 15 days after submission of all the necessary information. Sufficient information and detail shall be included with an Access Request to permit SacSewer to evaluate the proposed operation and the associated risks. Insufficient information on an Access Request may delay approval within 15 days.
  5. Contractor shall not be allowed to proceed with any work, or any portion of the work, described in an Access Request without complying with all the conditions, in their entirety, of the Access Request approval. All conditions of approval, including additional safety precautions added by EchoWater Facility safety office, shall be complied with and effectively communicated to Contractor's personnel and subcontractors. If the Contractor does not agree with the additional safety requirements, work shall not start until resolution is attained. Changes in the proposed activities or field conditions of an Access Request will require the submission of a new or revised Access Request.
  6. Additional requirements, directions and Access Request form are included under Specification Section 01140.

#### **D. SAFETY**

SacSewer shall make a reasonable effort to accommodate the needs of the Contractor, consistent with safety and operational requirements, in the interest of prompt completion of the work. The Contractor shall comply with the requirements of SacSewer, Cal OSHA Title 8 of the California Code of Regulations, and any other applicable regulatory agencies.

In certain instances, the Facility's safety requirements on this project may exceed the Cal OSHA safety requirements. Following are some of the additional items under this project that may not be covered under the above-mentioned requirements or regulations.

- Fall Protection (Fed OSHA 6 ft)
- Continuous atmospheric monitoring will be required inside the Bar Screen Room and channels to monitor all potential atmospheric hazards that may be encountered during the performance of the work.
- Due to the location of the work and the tasks being performed by the Contractor the "space" shall be classified as a Permit Required Confined Space. The Contractor shall submit a detailed Confined Space Plan for review by the SacSewer Safety Office. The Contractor shall allocate a minimum of two 4-hour meetings that consist of: the foreman, contractor's designated safety officer, and SacSewer Safety Officer/Project Manager to meet and review/revise as needed. Plan shall include, entry procedures, rescue procedures, equipment used, and training documentation. This document is separate from the workplan that would describe in detail how the tasks will be complete.

#### **E. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Area Sewer District 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 Section 2782 of the Civil Code.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subconsultants or subcontractors at any tier.

Nothing in this indemnity obligation 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 obligation shall survive the expiration or termination of the Agreement.

#### **F. EXISTING UTILITIES**

It is recognized by SacSewer 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 SacSewer 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.

## **G. TEMPORARY UTILITIES**

All temporary utilities shall be furnished by the contractor.

**INSPECTION:** The work shall be coordinated through and conducted under the review and inspection of the EchoWater Facility 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. A 30-calendar day acceptance period upon the contractor's written request will be required.

**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 have five years of experience providing same services to municipal and/or public wastewater treatment facilities. 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.

**REFERENCES:** Contractor to list three references of work completed within the last two years for a public agency of a similar scope and size. References may be considered in awarding contract. Any work previously done for Sacramento Area Sewer District, Sacramento Regional County Sanitation District, SacSewer, and/or Sacramento County that resulted in termination must be disclosed, and could be used as grounds for disqualification.

**STORAGE OF SUPPLIES, MATERIALS, EQUIPMENT, ETC.:** Contractor shall assume all responsibility for storage of tools, materials, and equipment on the job site. EchoWater Facility will designate an area as the Contractor's staging area. Only the area designated by EchoWater Facility 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.

**CLEAN UP:** 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 SacSewer. In the event the Contractor does not remove promptly the debris from the premises after notification by SacSewer, SacSewer shall have the right to cause its removal and to deduct such charges from the monies owed to the Contractor.

**GUARANTEE:** The contractor agrees to abide by the conditions of the attached Contractor Guarantee form, page 44, which shall be signed and delivered to EchoWater Facility before the final payment is made.

## **GENERAL TERMS AND CONDITIONS**

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### **COMPLIANCE WITH STANDARD TERMS & CONDITIONS**

You agree to be bound by the Standard Terms and Conditions, which can be found on pages 19-21 of this RFB.

### **INSURANCE**

The insurance provisions attached on pages 23-26 must be complied with by you if awarded the order. Proof of insurance must be provided to EchoWater Facility prior to commencement of work under the contract.

### **PREVAILING WAGES**

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 SacSewer, not more than two hundred dollars (\$200) 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.

### **CONTRACTOR LICENSE**

Contractor shall have a Class A General Engineering license 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, 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 at 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 Sacramento Area Sewer District, 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, Sacramento Area Sewer District 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, Sacramento Area Sewer District may declare the Contractor's control over the work terminated, and so notify the Contractor and sureties.

Upon such termination, Sacramento Area Sewer District 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; Sacramento Area Sewer District 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 Sacramento Area Sewer District agrees to pay for such materials and the use of said equipment a reasonable compensation to be mutually agreeable to Sacramento Area Sewer District 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 Sacramento Area Sewer District in finishing the work, plus all damages sustained or to be sustained by Sacramento Area Sewer District, 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 Sacramento Area Sewer District, 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 Sacramento Area Sewer District 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.

Sacramento Area Sewer District 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 Sacramento Area Sewer District 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 Sacramento Area Sewer District. Upon receipt of the written notice, Sacramento Area Sewer District shall terminate the contract.

**SACRAMENTO AREA SEWER DISTRICT**  
**STANDARD TERMS AND CONDITIONS BIDS / QUOTES**

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**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 SacSewer.
- 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 RFP 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 SacSewer Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

**3. SAMPLES:**

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

**4. AMERICANS WITH DISABILITIES ACT:** As a condition of submitting a response to EchoWater Facility, 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 SacSewer's 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 SacSewer 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 SacSewer'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, SacSewer 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 SacSewer. Prices paid by SacSewer 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 SacSewer's Purchasing Manager.

**8. AWARDS:**

- a. SacSewer 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 SacSewer. The SacSewer's decision shall be final.
- b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, SacSewer, 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:** SacSewer 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:** SacSewer's standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

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

- 14. TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
- 15. CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by SacSewer 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:** Neither CONTRACTOR nor SACSEWER shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

#### **H. 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.

## **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. Instructions for Payment Bond
- F. Cost Response
- G. Contractor Experience Statement
- H. References
- I. Subcontractors
- J. Exception/Response Page
- K. Contractor License Certification
- L. Noncollusion Declaration

## 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. SacSewer 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 SacSewer's Risk Management Office the insurance provisions in these requirements do not provide adequate protection for SacSewer and for members of the public, SacSewer may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection SacSewer'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 SacSewer with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates** SacSewer may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public are adequately protected. All certificates or evidences of self-insurance are to be received and approved by SacSewer before performance commences. SacSewer reserves the right to require that Contractor provide complete 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:

- I. 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.
- J. AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
- K. WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
- L. EXCESS/UMBRELLA LIABILITY INSURANCE** – If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**M. POLLUTION LIABILITY:** Contractor must procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Pollution Liability 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.

**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:	\$4,000,000
Products Comp/Op Aggregate:	\$4,000,000
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: \$2,000,000 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. Pollution Liability: \$2,000,000 per claim or pollution incident. This coverage can be provided on either claims made or occurrence based policy form. If Pollution Liability is written on a claims-made form: The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by Contractor. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement. 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 three (3) years after completion of the Agreement.

**Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by SacSewer. At the option of SacSewer, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as SacSewer, 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:** SacSewer and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees and authorized agents and volunteers (each an “Additional Insured Party,” and collectively “Additional Insured Parties”) 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 the Additional Insured Parties. Applicable to General Liability, Pollution Liability and Auto Liability Policies.
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 Additional Insured Parties. Any insurance or self-insurance maintained by Additional Insured Parties shall be excess of the Contractor’s insurance and shall not contribute with it. Applicable to General Liability, Pollution 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 SacSewer, its officers, directors, officials, employees, agents or volunteers. Applies to policies in which SacSewer is named as an additional insured.
4. **SEVERABILITY OF INTEREST:** The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Applicable to General Liability and Auto Liability policies.
5. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all insurance coverages in place at all times and provide SacSewer with evidence of each policy’s renewal within ten (10) days after its anniversary date. Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement. Applicable to all policies.

6. **WORKERS' COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SacSewer and the County, their respective governing Boards, officers, directors, officials, employees and authorized agents 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**. SacSewer's 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 SacSewer and the general public are adequately protected.
  
8. **SUBCONTRACTORS:** Contractor shall ensure that each subcontractor, subconsultant, or other third party retained by Contractor to perform any portion of the work under this Agreement shall:  
(a) Maintain insurance coverage equivalent in type, scope, and limits to that required of the Contractor under this Agreement; (b) Name the Indemnified Parties as additional insureds under the subcontractor's Commercial General Liability, Commercial Auto Liability, Pollution Liability, and Excess/Umbrella policies, using ISO CG 20 10 11/85 or equivalent forms for both ongoing and completed operations; (c) Provide Contractor and SacSewer with certificates of insurance and all applicable endorsements evidencing compliance with these requirements prior to performing any work, and thereafter upon policy renewal or replacement; and (d) Maintain coverage and indemnity obligations under this section for a period of not less than three (3) years following completion of their work.
  
9. **Survival of Insurance Obligations:** All insurance obligations set forth in this Agreement, including additional insured coverage, tail coverage, and indemnity-related insurance responsibilities, shall survive the expiration or termination of this Agreement for a period of not less than three (3) years.
  
10. **Waiver of Subrogation:** Contractor hereby grants to SacSewer a waiver of any right to subrogation which any insurer may acquire against SacSewer by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SacSewer has received a waiver of subrogation endorsement from an insurer.
  
11. **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. 8528– Lined Dedicated Land Disposal Units (LDLDs) Lime Application. 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 Area Sewer District as Additional Insured for the work specified.

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Name of Proposer (Person, Firm, or Corporation)

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Signature of Proposer's Authorized Representative

---

Name & Title of Authorized Representative

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Date of Signing

**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 Area Sewer 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 SacSewer 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 SacSewer of the Contract and in any event not later than ninety (90) calendar days after the bid opening, SacSewer 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**

---

**Signature**

---

**Printed Name**

---

**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 Area Sewer 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 RFB No. 8528 – Lined Dedicated Land Disposal Units (LDLDs) Lime Application;

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 \_\_\_\_\_, 2026.

(SEAL)

\_\_\_\_\_  
Principal

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

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

(SEAL)

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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 EchoWater Facility 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 EchoWater Facility within ten (10) working days after notice of intent to award the contract. These bonds will be provided to EchoWater Facility at the pre-construction meeting.

---

**Firm Name**

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**Signature**

---

**Printed Name**

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**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter designated as the "Obligee," has, on \_\_\_\_\_ awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for RFB No. 8528 – Lined Dedicated Land Disposal Units (LDLDs) Lime Application. 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 \_\_\_\_\_, 2026, 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 EchoWater Facility 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 EchoWater Facility within ten (10) working days after notice of intent to award the contract. These bonds will be provided to EchoWater Facility at the pre-construction meeting.

---

**Firm Name**

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**Signature**

---

**Printed Name**

---

**PAYMENT BOND**

BOND NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the Governing Board of the Sacramento Area Sewer District, a county sanitation district pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, hereinafter designated as the "Obligee," has, on \_\_\_\_\_ awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for RFB No. 8528 – Lined Dedicated Land Disposal Units (LDLDs) Lime Application. 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 \_\_\_\_\_, 2026, 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.

SacSewer 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.

SacSewer 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. The Total Bid Amount shall include the price for all items in the Bidding Schedule.

Item	Description	Estimated Quantity	Units	Unit Price (\$/unit)	Total Bid (Dollars)
1.	BASE BID: Materials and Delivery <input type="checkbox"/> 1665 Tons (for 90±5 %) or Please select your supply option	1	LS	NA	
2.	BASE BID: Labor, material, and equipment of all work associated with the Site Storage and Spreading.	1	LS	NA	
3.	ALLOWANCE – MOBILIZATION/DEMobilIZATION:	1	LS	NA	
<b>TOTAL BID AMOUNT:</b> <b>(sum of all contract services including bid items listed above)</b>				\$	
<b>Total Bid Amount in Words:</b>					

**Addenda:**

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

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

\_\_\_\_\_  
Title

## **APPENDIX G**

### **CONTRACTOR EXPERIENCE STATEMENT**

The following is a description of the bidder's experience with work similar in magnitude and character to that contemplated under this Contract. Additional numbered pages outlining this portion of the bid may be attached to this page. Each page shall be headed CONTRACTOR EXPERIENCE STATEMENT and shall be signed by the bidder.

**APPENDIX H  
REFERENCES**

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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)	

**APPENDIX I  
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 #	

Sub-4 \$ AMT      % of Work

Sub Name			
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 \_\_\_\_\_

## CONTRACTOR GUARANTEE

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

GUARANTEE FOR: Sacramento Area Sewer District (EchoWater Facility)

PROJECT: RFB No. 8528 – Lined Dedicated Land Disposal Units (LDLDs) Lime Application

We hereby guarantee that the work completed under RFB #8528 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 EchoWater Facility without any expense whatsoever to said EchoWater Facility, 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 EchoWater Facility, EchoWater Facility 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 EchoWater Facility'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 EchoWater Facility 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