

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	November 10, 2025
		Bid Number	RFB No. 8496
C O N T R A C T O R	Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown below to: <div style="text-align: center;"> SACRAMENTO AREA SEWER DISTRICT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550 ATTN: RFB No. 8496 </div> <p style="text-align: center;"> 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: <div style="text-align: center; font-size: 1.2em;">January 8, 2026</div> </p>		
	For Additional Information Contact		
	Issuing Officer:	Robert J. Salinas	
	PHONE:	(916) 875-9013	
		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: Net 30
Signature	F.O.B. Point Destination
Printed Name	CSLB No.:
Federal Tax ID Number	DIR Registration No.:
Date	E-Mail:
Telephone:	Fax:

X09 Outfall Switchgear Replacement Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District invites sealed bids to provide all labor and equipment necessary for RFB No. 8496 - X09 Outfall Switchgear Replacement Project, located at 8521 Laguna Station Road, Elk Grove, CA 95758.

ENGINEER'S ESTIMATE: \$1,500,000

Bids will be received at SacSewer (EchoWater), located at 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00 p.m., January 8, 2026** to be publicly opened and declared aloud by SacSewer (EchoWater) representatives.

- 1) Any bidder who wishes its bid to be considered is responsible for making certain that their bid is delivered to the **SacSewer's Echowater Facility**. Bids shall be addressed to SacSewer Echowater Facility, 8521 Laguna Station Rd, Elk Grove, CA 95758, Attn: Ron Baptista RFB No. 8496
- 2) Bidder envelope or package 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
- 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 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

LABOR COMPLIANCE PROGRAM: The SacSewer 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) 875-2700.** 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 project in accordance with Section 1771.5 of the California Labor Code.

- A. Pursuant to California Labor Code Section 1720 and following, 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 SacSewer 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 **December 11, 2025 at 10:00 AM** at the X09 EchoWater Outfall Facility Rd, 8335 Freeport Rd, Sacramento, CA 95832. 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 Ron Baptista at baptistar@sacsewer.com with attendee names no later than 24 hours prior to the meeting.

Detailed bid request documents for RFB No. 8496 can be obtained by contacting Robert J. Salinas at (916) 875-9013 or salinasr@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

Background Information

The Sacramento Area Sewer District (SacSewer) is seeking bids for the replacement of the X09 Outfall Switchgear at the EchoWater Resource Recovery Facility in Elk Grove, CA. The existing switchgear, installed in 1989, requires replacement due to reliability issues and incompatibility with current systems.

The project scope involves removing the existing switchgear, supplying and installing a new switchgear system, and ensuring compatibility with existing transfer control equipment. This will improve reliability of the electrical infrastructure. Key requirements include compatibility with the upgraded EchoWater Distributed Control System (DCS) transfer controls and addressing issues related to maintaining power to critical equipment at the outfall.

SacSewer 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 on the Bidding Schedule.

Interested parties are encouraged to submit their bids by the specified deadline.

Scope of Work

The work to be completed in RFB No. 8496 includes all labor, equipment, materials, coordination activities, and incidentals.

The following documents are part of this contract:

Volume 1 of 2

- Part A – Contract Requirements (DIV 00 and DIV 01)
- Part B – Technical Specifications (DIV 02 Through DIV 50)

Volume 2 of 2

- Part C – Drawings

Such other items, details, or contracting requirements not mentioned above that are required by the plans or these specifications shall be performed, placed, constructed, or installed in accordance with the latest version of the SacSewer Standard Construction Specifications (SCS).

KEY ACTION DATES

Bid Issue:	November 10, 2025
RFB Advertisement:	November 10, 2025 and November 17, 2025
<u>Mandatory Pre-Bid Meeting</u>	December 11, 2025 at 10AM 8335 Freeport Blvd. Sacramento, CA. 95832
Question Due Date:	December 18, 2025
DIR Registration Due:	January 7, 2026. Bids from Contractors not registered on the Department of Industrial Relations website by this date will not be opened.
Bid Due Date:	January 8, 2026
Intent to Award:	January 15, 2026
Provide Required Insurance and Bonds:	January 22, 2026
Vet Bonds	January 27, 2026
Contract Award:	January 29, 2026
Notice to Proceed:	TBD

INTRODUCTION

INVITATION – SacSewer, 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 - Terms which refer to the SacSewer, a duly organized public entity. They may also be used as pronouns for various subsets of SacSewer’s organization, including, as the context will indicate:

*SacSewer (EchoWater)- Sacramento Area Sewer District
EchoWater Resource Recovery Facility*

You/Your -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. Suppliers which may express interest in this RFB, but which do not submit a Response, have no obligations with respect to the bid requirements.

Bidder - A business entity submitting a Response to this request for bid.

Contractor - The Bidder, whose Response to this RFB, is determined by Purchasing to meet the needs of SacSewer. The Contractor will be selected for award and will enter into a contract to provide 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 via email to the Issuing Officer specified below. 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 -

Bidders are responsible for thoroughly understanding all specifications and requirements of this RFB. Failure to review relevant forms, documents, or project sites will not relieve any bidder of their obligations. By submitting a response, bidders agree to all terms, conditions, and specifications outlined in this RFB. It is solely the bidder's responsibility to determine and ensure they possess all required licenses necessary to perform the work. Non-compliance with licensing requirements will result in disqualification or rejection of the bid.

AWARD – Award will be made to the lowest responsible bidder, as determined by SacSewer, based on the bidder's ability to meet all project requirements and specifications outlined in this RFP

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 "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 3rd 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 Bidder's Response (as it may be clarified);
- 3) the provisions of the RFB Documents (as it may be supplemented);
- 4) the provisions of the latest version of the Sacramento County Standard Construction Specifications.

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:

Robert J. Salinas
Contract Services Officer II
Sacramento Area Sewer District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9013
salinasr@sacsewer.com

PROJECT CONTACT – The project contact for this RFB is:

Ronald Baptista
Sacramento Area Sewer District
Project Engineer
8521 Laguna Station Road
Elk Grove, CA 95758

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 Project needs through discussion and visits with SacSewer.

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 via email and request modification of the document. Modifications shall be made by an 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 shall refer to the Issuing Officer identified above

These inquiries are to be submitted by **3:00 PM on December 18, 2025**. 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, statements 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: Bids will not be accepted by email or facsimile. **Bids must be signed and received in a sealed envelope by 3:00 PM on January 8, 2026.** Refer to instructions on the cover page.

PRIMARY SPECIFICATIONS

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 01 33 00 for additional requirements.

FACILITY ACCESS:

The work at the X09 Outfall Facility shall be planned and executed without interfering with or interrupting SacSewer personnel, plant operations or treatment processes. The reliability of the facility systems, operations and utilities shall be maintained at all times.

This project will require an approved Access Request (AR) prior to commencement of work. The AR form shall be submitted by the Contractor for approval at least 14 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 X09 Outfall facility shall obtain an identification badge and shall wear/display their badges at all times while at the facility. The Contractor must submit to the SacSewer Representative a weekly list which includes scheduled deliveries to the job site and staff members who have received badges.

All Contractor staff must attend Plant Safety Orientation and badge use training prior to issuance of badges.

A. SAFETY

SacSewer shall make every possible effort to accommodate the needs of the Contractor, consistent with safety and operational requirements, in the interest of prompt completion of the work. Contractor shall comply with the requirements of the current Plant Safety Manual, CAL OSHA and Title 8 of the California Code of Regulations. In certain areas, the SacSewer's safety requirements exceed California OSHA safety requirements and those safety requirements will be provided prior to the start of the work. See Specification Section 00 73 19 HEALTH AND SAFETY REQUIREMENTS for additional requirements.

INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SacSewer, and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable

under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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.

INSPECTION: The work shall be coordinated through and conducted under the review and inspection of the SacSewer Engineer or authorized representatives. 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 at least five years of experience providing similar scoped and sized projects to municipal and/or public wastewater treatment facilities. Bidder must provide five previous customer references as a part of the bid package, one of which must be a public agency. See Appendix H.

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

Contractor shall assume all responsibility for vehicular parking of his or his subcontractor's and employees' 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 the District. In the event the Contractor does not remove promptly the debris from the premises after notification by the District, the District 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 45, which shall be signed and delivered to SacSewer before the final payment is made.

GENERAL TERMS AND CONDITIONS

COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by the Standard Terms and Conditions, which can be found on pages 18-20 of this RFB.

INSURANCE

The insurance provisions attached must be complied with by you if awarded this contract. Proof of insurance must be provided to SacSewer 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, California Department of Industrial Relations Prevailing Wage Unit, (415) 703-4774 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 the Contractor or any subcontractor, 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 C-10 Electrical Contractor license pursuant to the California Business and Professions Code, which governs contractor licensing in the State of California.

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 SacSewer's Board of Directors the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with diligence or should there be persistent or repeated refusal or failure to comply with laws, ordinances, or directions of the Engineer; or should there be consistent failure to make prompt payments to subcontractors, for labor or materials, the SacSewer Board of Directors 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, SacSewer's Board of Directors may declare the Contractor's control over the work terminated and so notify the Contractor and sureties.

Upon such termination, the Board may direct the Engineer to take possession of and use all or any part of the Contractor's materials, tools, equipment and appliances upon the premises to complete the work; SacSewer 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 SacSewer agrees to pay for such materials and the use of said equipment a reasonable compensation to be mutually agreeable to SacSewer's Board of Directors 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 SacSewer in finishing the work, plus all damages sustained or to be sustained by SacSewer, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, provided that sworn statements of said claims shall have been filed with the SacSewer's Board, the excess not otherwise required by these specifications to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and surety are liable to SacSewer 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.

SacSewer 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 SacSewer for a period of 120 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 SacSewer . Upon receipt of the written notice, SacSewer shall terminate the contract unless it determines that termination is not in its best interest.

REFERENCES

Contractor to list five 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.

AGREEMENT for

X09 Outfall Switchgear Replacement Project

THIS AGREEMENT made and entered into this _____ day of _____, 2026, between SacSewer , a sanitation district operating under the authority of the Health and Safety Code section 4700, hereinafter referred to as " SacSewer " and _____, hereinafter referred to as "Contractor";

WITNESSETH

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

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

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

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

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

I. CONTRACT DOCUMENTS:

The following documents are by this reference incorporated in and made a part of this Agreement: The 2024 Standard Construction Specifications adopted by SacSewer Board of Directors; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the bid; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents this agreement takes precedent over all others.

II. SCOPE OF WORK:

The Contractor shall furnish all labor, equipment, and materials, required for RFB No. 8496, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.

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

III. COMPLETION:

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

IV. PAYMENT:

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

V. PREVAILING WAGES:

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

VI. INSURANCE:

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, and workers' compensation insurance as required by Appendix A of this RFB.

VII. WORKER'S COMPENSATION CERTIFICATE:

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

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

VIII. PERFORMANCE AND PAYMENT BONDS:

The Contractor shall, before beginning said work, file two bonds with SacSewer, each made payable to SacSewer. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by Division 3, Part 4, Title 15, Chapter 7, of the Civil Code of the State of California, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision

of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

IX. MISCELLANEOUS PROVISIONS:

a. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Regional San in the same manner as if such parties had been expressly named herein.

b. All times stated herein or in the Contract Documents are of the essence hereof.

c. As used in this instrument, the singular includes the plural, and the masculine includes the feminine and the neuter.

d. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

X. TRENCH EXCAVATION; PLAN FOR PROTECTION FROM CAVING:

That excavation of any trench or trenches 5 feet or more in depth shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection prepared by a California registered civil or structural engineer.

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

SACRAMENTO AREA SEWER DISTRICT

By _____

Robert J. Salinas
Contact Services Officer II

By _____

Authorized Representative

By _____

Authorized Representative

**SACRAMENTO AREA SEWER DISTRICT (SACSEWER) STANDARD TERMS AND
CONDITIONS FOR BIDS/QUOTES**

STANDARD TERMS AND CONDITIONS BIDS / QUOTES

1. PREPARATION OF RESPONSE:

- a. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by 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, fax, email, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope or box with the RFP or RFB number, closing date, and time clearly shown on the exterior.
- 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 separate 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 SacSewer, 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 it'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 the 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 SacSewer's 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 funds owed, , 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 at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of Regional San Purchasing Manager.
8. **AWARDS:**
 - a. SacSewer reserves the right to: (1) award responses received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all responses, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of SacSewer. 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 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 SacSewerSan 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).
- 18. 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 SacSewer 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 31th and July 31 of each calendar year), the names of members retired from SacSewer 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.
 - 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. Instruction for Payment Bond
- F. Cost Response
- G. Contractor Experience Statement
- H. References
- I. Subcontractors
- J. Exception to Bid
- K. Contractor License Certification
- L. Noncollusion Declaration

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, Regional San may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection Regional San's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

Verification of Coverage

Contractor shall furnish Regional San with certificates evidencing coverage required below. **Copies of required endorsements must be attached to 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 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, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, the Contractor's insurer may voluntarily provide complete copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by SacSewer's Risk Management Office. .
2. **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.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **UMBRELLA or Excess Liability** policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that at least follows from over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

5. **CONTRACTORS POLLUTION LIABILITY (CPL):** Contractor shall procure, maintain, and keep in force at all times during the term of SacSewer’s Contract, at the Contractor’s sole expense, Contractor’s 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.

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:	\$5,000,000
Products Comp/Op Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$5,000,000

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

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services, then a minimum \$2,000,000 each accident shall be required regardless of the number or mix of vehicles.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers’ Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

6. **CONTRACTORS POLLUTION LIABILITY (CPL):** \$2,000,000 per claim or pollution incident.

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 for claims

involving 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:** Regional San 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 and Auto Liability policies.
3. **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**
If professional liability coverage is written on a Claims Made form:
 - a. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
 - c. 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, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.
4. **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.
5. **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.
6. **MAINTENANCE OF INSURANCE COVERAGE:** The Contractor shall maintain all required insurance coverages in effect 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 SacSewer 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 canceled 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.

7. **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, its 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.
8. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public are adequately protected.
9. **SUBCONTRACTORS:** Contractor shall require all subcontractors to maintain adequate insurance. Subcontractors shall name CONTRACTOR as additional insured on their General Liability policies. CONTRACTOR shall maintain copies of certificates of insurance and additional insured endorsements as provided by contractor's subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
10. **NOTIFICATION OF CLAIM:** If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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. 8496. 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 SacSewer 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

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 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.

Firm Name

Signature

Printed Name

APPENDIX C

BID GUARANTY BOND

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 EchoWater Resource Recovery Facility, 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; and

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for RFB No. 8496 – X09 Outfall Switchgear Replacement Project;

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)

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 SacSewer 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 SacSewer within ten (10) working days after notice of intent to award the contract. These bonds will be provided to SacSewer 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 Area Sewer District (SacSewer), an independent public utility district, operating in Elk Grove, California, hereinafter designated as the "Obligee," has, on _____ awarded to _____, hereinafter designated as the "Principal," a contract for RFB No. 8496; 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 SacSewer 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 SacSewer within ten (10) working days after notice of intent to award the contract. These bonds will be provided to SacSewer 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 SacSewer , WHEREAS, the Governing Board of SacSewer, a sanitation district operating under the authority of the California 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. 8496 – ; 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 officers 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

Item	Description	Estimated Quantity	Units	Unit Price (\$/unit)	Total Bid (Dollars)
1.	BASE BID: Labor, material, coordination, and construction of all work associated with the X09 Outfall Switchgear Replacement Project.	1	LS	N/A	
Total Base Bid item 1 in Words:					

Addenda:

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

 Signature of Bidder

 Title

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

R-1

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

R-2

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

R-3

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

R-4

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

R-5

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 SacSewerSan before the final payment is made:

GUARANTEE FOR: Sacramento Area Sewer District, SacSewer (EchoWater)

PROJECT: RFB No. 8496 - X09 Outfall Switchgear Replacement Project

We hereby guarantee that the work completed under RFB No. 8496 has been furnished in accordance with the drawings and specifications and that the Work as constructed will fulfill the requirements of the guarantee included in the specifications. We agree to repair or replace any or all of our work and any consequential damages to other improvements, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or materials within a period of one (1) year from the date of acceptance of the above named facility by Regional San without any expense whatsoever to said Regional San, ordinary wear or tear and unusual abuse or neglect excepted.

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