

REQUEST FOR PROPOSAL

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	Issue Date	March 11, 2026
	Proposal Number	RFP# 8525
C O N T R A C T O R	Return your proposal in an envelope, sealed and clearly marked on outside with proposal number and date shown below to: Sacramento Area Sewer District 8521 Laguna Station Road Elk Grove, CA 95758 Proposals must be received and logged in prior to the date and time indicated. Proposals will not be accepted after 3:00 P.M. on: April 16, 2026	
	For Additional Information Contact	
	Issuing Officer	Tyler Carlson
	Phone	(916) 875-1012
Delivery Requirement:	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 the General Conditions of this Request for Proposal:

Firm Name	F.O.B. Point: Destination
Signature	DIR Registration Number
Printed Name	
Job Title	
Date:	Telephone:
E-Mail:	Fax:

Cosumnes River Blvd Rectifier Replacement Project

SacSewer is requesting bids from qualified contractors to remove and replace a cathodic protection rectifier at the intersection of Cosumnes River Boulevard and Delta Shores Circle South in Elk Grove. This is a like-for-like replacement project. The selected contractor will be responsible for all related demolition and installation work, ensuring the new rectifier is set up in accordance with project requirements. All work will comply with SacSewer's specifications, safety standards, and access protocols.

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Area Sewer District (SacSewer) invites sealed proposals for the Cosumnes River Blvd Rectifier Replacement Project Contract.

Proposals will be received at:

Sacramento Area Sewer District
EchoWater Facility
8521 Laguna Station Road
Elk Grove, CA 95758 until:

3:00pm on April 16,2026

To be publicly opened and declared aloud by SacSewer representatives. Any Proposer who wishes their proposal to be considered is responsible for making certain that its proposal is delivered to said Purchasing Office.

**Proposal shall be addressed to:
Sacramento Area Sewer District
EchoWater Facility
Purchasing Services
8521 Laguna Station Road
Elk Grove, CA 95758
Attn: RFP #8525**

Detailed proposal request document RFP#8525 can be obtained by contacting SacSewer
<https://www.sacsewer.com/business-opportunities/>

The District reserves the right to reject any or all proposals and waive any irregularity in proposals received.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on March 26, 2026 at SacSewer's EchoWater Facility located at 8521 Laguna Station Rd, Elk Grove, CA 95758. The purpose of the meeting is to review and clarify project requirements and respond to questions from Proposers.

Prior to this meeting, prospective Proposers are strongly encouraged to visit the project site independently to familiarize themselves with existing conditions. The work is located at the intersection of Cosumnes River Blvd and Delta Shores Circle South, where the damaged rectifier and cabinet are visible.

It is the responsibility of prospective Proposers to familiarize themselves with the site conditions and all requirements of the solicitation to identify any issues before attending the mandatory meeting.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

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

Contractors are hereby notified that pursuant to Part 7, Chapter 1, Article 2, Section 1770, et seq., of the Labor Code of the State of California, the successful Contractor and its subcontractors shall pay their labor forces not less than the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this project. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding Contractor to post and maintain a copy of said wages' determinations at the project site throughout the duration of the work.

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

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

KEY ACTION DATES

RFP Issued:	March 11, 2026
Mandatory Pre-Proposal Meeting: 10:00am at: EchoWater Facility 8521 Laguna Station Rd Elk Grove, CA 95758	March 26, 2026
Question Deadline:	April 1, 2026 by 3:00 pm
Proposal Due Date:	April 16, 2026 by 3:00 pm
Intent to Award:	April 30, 2026
Submit Insurance and Bonds	May 7, 2026
Contract Award:	May 14, 2026
Notice to Proceed:	TBD

INTRODUCTION

- 1.1 INVITATION** - The Sacramento Area Sewer District (SacSewer) invites Responses which offer to provide the services identified on the Cover Sheet.
- 1.2 DEFINITIONS** - We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document.
- 1.2.1 We/Us/Our** are terms which refer to the SacSewer, a duly organized public entity. They may also be used as pronouns for various subsets of the County organization, including, as the context will indicate:

EchoWater Facility – EchoWater Resource Recovery Facility

District – Sacramento Area Sewer District

SacSewer - Sacramento Area Sewer District

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

Supplier - A business entity engaged in the business of providing contract temporary personnel services.

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

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

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

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

- 1.2.3 REQUEST FOR PROPOSAL (RFP)** - This entire document, including attachments.
- 1.2.4 RESPONSE** - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on SacSewer or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.
- 1.3 RFP CLARIFICATION** - Questions regarding this RFP should be directed to the Issuing Officer specified below. Answers citing the question, but not identifying the contractor, will be distributed simultaneously to all known prospective proposers via email. Oral answers provided by SacSewer or its agents shall not be binding.
- 1.3.1 DEADLINE FOR PROPOSAL** – April 16, 2026 by 3:00 pm

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

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

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

1.3.2.3 FALSE/MISLEADING STATEMENTS - Proposals which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.

1.3.2.4 PROPOSAL SIGNATURE – The proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned proposal shall be rejected.

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

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

1.5 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 RFP (as it may be supplemented);
- 3) The provisions of the Contractor's Response (as it may be clarified).

1.6.1 ISSUING OFFICER – The issuing officer and mailing address to send proposals, questions, and all other correspondence concerning the RFP is:

Tyler Carlson
Contract Service Officer
Sacramento Area Sewer District
(916) 875-1012
carlsont@sacsewer.com

1.7.2 Experience: The Contractor shall have at least five years of business experience in installing cathodic protection systems.

1.7.3 Security: The successful Respondent and their employees will be responsible for adhering and conforming to all SacSewer security procedures and policies. This will include observing and reporting any suspicious or unusual activity that threatens safety or security. Relevant Plant security policies and procedures will be made available to all Respondents attending the mandatory walk-through.

1.7.4 Health and safety:

- A. All operations shall conform to applicable occupational safety and health standards, rules, regulations and orders which include, but are not limited to: Title 29 of the Code of Federal Regulations and the Electrical, Construction, Tunnel and General Industry Safety Orders issued by the Division of Industrial Safety (Cal/OSHA) of the State of California. In the event of a conflict between the requirements in the referenced standards, the most stringent standard shall prevail.
- B. The Contractor shall submit their Injury and Illness Prevention Program (IIPP) and Safety Manual for review before commencing work.
- C. Contractor shall have a Site Specific Safety Plan that has been specifically prepared for the contemplated work. Site Specific Safety Plan shall comply with section 3203 of Cal/OSHA and shall be applicable to all individuals engaged in the Work, including the Contractor's Subcontractors, suppliers and others.
- D. The Contractor shall submit all required documentation as it pertains to permits, certifications or other training documents related to specific safety standards/regulations.

1.7.5 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 SacSewer and a 960-hour per calendar year cap when working for the County or SacSewer.
- 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 SacSewer in writing on a semi-annual basis (January 5th and July 5th 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.
- D. Contractor shall not assign employees to provide services under this Agreement in violation of SCERS Post Retirement Employment Policy.

GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in SacSewer's Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of SacSewer warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from SacSewer, the contractor certifies that their business entity is in compliance with the Americans with Disabilities Act of 1990, as amended.
5. **HOLD HARMLESS:** The contractor shall hold SacSewer, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against SacSewer or himself because of the unauthorized use of such articles.
6. **DEFAULT BY VENDOR:** In case of default by contractor, 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 contractor, the difference between the price named in the contract or purchase order and actual cost thereof to SacSewer. Prices paid by SacSewer shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of SacSewer Purchasing Manager.
7. **RIGHT TO AUDIT:** SacSewer reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of SacSewer Purchasing Manager. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** SacSewer is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.

11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by SacSewer without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** 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).
16. **INVOICING:** Upon submission of itemized invoices, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the Purchasing Manager.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

TERMS AND CONDITIONS

Valid offer: Proposals received are an irrevocable offer and shall be valid for ninety (90) days following the closing date for receipt of Proposals.

Changes to Proposal: SacSewer retains the right to negotiate changes in a Proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.

Public Record: All Proposals become the property of SacSewer. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful Proposal will not be considered proprietary information.

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

F.O.B. point: The F.O.B. point shall be F.O.B. Destination (Regional San facilities).

Licenses and permits: Contractor shall obtain and keep in effect at all times during the duration of the contract, any licenses and permits necessary for the Contractor’s operations. All such costs shall be at the Contractor’s expense.

Health and safety: The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal-OSHA (California-Occupational Safety and Health Administration) and the General Industry Safety Orders for health and safety.

Hazardous materials: All materials subject to the requirements of the California Code of Regulations, Title 8, Article 110, Section 5194 must be identified.

Safety data sheet: It is required by law that all hazardous materials be accompanied with a “safety data sheet” (SDS) at time of delivery (if applicable).

Work on SacSewer premises: Except for those risks inherent in the work to be performed by the Contractor, SacSewer agrees to provide the Contractor and its employees a safe working environment for any work in the performance of this contract that must be undertaken on premises owned or leased by SacSewer. While the Contractor’s employees are on SacSewer’s premises, the Contractor shall maintain strict work discipline and effect its work in compliance with governmental laws or regulations pertaining to occupational safety and health. Contractor shall not enter SacSewer premises to start work without making prior arrangements.

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

Public safety: The Contractor shall erect such warning and directional signs as may be necessary for public safety.

Protection of property: The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage to existing facility or property caused by the Contractor’s personnel or equipment will be promptly repaired by SacSewer to the condition existing before the damage occurred, and the

Contractor and/or the Contractor's surety shall fully reimburse SacSewer for all expenses, including the cost of labor.

Correspondence: The Contractor shall respond to all inquiries and complaints in an expeditious manner. Correspondence shall be conducted on the Contractor's official stationery. The Senior Contract Services Officer shall receive a copy of all correspondence.

Termination upon Unsatisfactory Performance: Whenever, in the opinion of SacSewer, the said service is not satisfactory, Contractor shall be advised of the reasons in writing. If Contractor fails to immediately correct the unsatisfactory condition(s), SacSewer may declare the contract in default, terminate the contract, and contract with another. Notwithstanding any provision to the contrary, SacSewer shall have no obligation to give Contractor more than two (2) notices of unsatisfactory performance during the contract period. If Contractor fails to perform the services pursuant to the contract, Contractor and/or surety may be held liable and may be assessed any and all costs for the re-procurement of the contracted services.

Timely reporting of incidents: The Contractor shall immediately report any on-the-job incident (e.g. spills, equipment failure, injuries, etc.) to the SacSewer representative. At the earliest available time following the incident, the Contractor shall prepare and submit a written report to the Regional San representative, fully documenting the incident including any subsequent documentation related to spill cleanup and disposal (e.g. lab analytics, waste profiles, disposal receipts, etc.).

Right to terminate: Either party may terminate this agreement, without cause, by notice from the terminating party to the other party specifying the effective date of termination, which date shall be at least fourteen (14) calendar days after receipt of notice by the non-terminating party.

Changes in work: Should SacSewer, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of the parties.

Unrestricted quantities: SacSewer is not limited to purchase all of its requirements from any contract resulting from this RFP/award.

Subcontracting: The performance of the work may not be subcontracted except upon consent of SacSewer; and, no such subcontracting will be permitted if it would relieve the original Contractor or his surety of their responsibilities under the agreement.

Non-recognition of Subcontractors: No Subcontractor will be recognized as such, and all persons engaged in the work under the blanket order will be considered as employees of the Contractor, and their work shall be subject to all provisions of the blanket order. SacSewer and its representatives will deal only with the Contractor, who shall be responsible for the proper execution of the work.

Dismissal of unsatisfactory employees: If any person employed by the Contractor or any Subcontractor fails or refuses to carry out the directions of the SacSewer representative, or is, in the opinion of the SacSewer representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the SacSewer representative.

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

1. Published a “Drug-free Workplace: statement notifying employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the Contractor’s workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Established a Drug-free Awareness Program to inform employees about:
 - a. The dangers of drug and alcohol abuse in the workplace.
 - b. The Contractor’s policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. Penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
3. Notified employees that as a condition of employment, employees will be expected to abide by terms of the statement and be given an individual copy of the Contractor’s “Drug-free Workplace” statement.

Liability of District officials: Neither SacSewer, nor its officers, employees, agents, nor representatives, nor any of them shall be responsible for any liability arising in the performance of the contract. For instance, the Contractor may elect to store his/her equipment, materials, and supplies at the job site (upon obtaining permission), but does so at his/her own risk.

Indemnification:

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Sacramento Area Sewer District, the County, 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 arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor’s Subcontractors.

Contractor shall require all subcontractors of any tier to enter into written agreements containing indemnity obligations consistent with those imposed on Contractor under this Agreement. Such agreements shall require subcontractors to defend, indemnify, and hold harmless the District and Contractor and their respective officers, officials, employees, and agents from and against all claims arising out of or related to the subcontractor’s work, to the fullest extent permitted by law. Contractor shall remain fully responsible for subcontractor performance and for ensuring these indemnity obligations are enforceable

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

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

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

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

Contractor not an agent: Except as SacSewer may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of SacSewer in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this agreement to bind Regional San to any obligation whatsoever.

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

Clarification, Exception or Deviation: Each Respondent may clarify or describe any exception or deviation from the requirements as set forth herein. Each clarification, exception or deviation must be clearly identified and submitted with your proposal response. If there are no clarifications, exceptions, or deviations indicated, it will be considered that none exist.

In writing: Oral communications with SacSewer employees about this Request for Proposal shall not be binding on SacSewer and shall not excuse the Contractor from any obligation set forth herein. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing – via a signed addendum or amendment from the Issuing Officer.

Payment of Damages: In the event Contractor shall become liable for damages, SacSewer, in addition to all other remedies provided by law, shall withhold any and all payments from which would otherwise be due to Contractor determined. If the sum retained by SacSewer is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to SacSewer until all such liabilities are satisfied in full. No failure by SacSewer to withhold any payment as specified shall in any manner be construed to constitute a waiver to any right to damages or any right to any such sum.

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

Fixed Price Deliverables: This contract consists of the delivery of specific results (a “Deliverable”) by the Contractor. Each Deliverable must be separately priced in the proposal. Invoices for partial completion of a Deliverable will not be paid. Invoices for a completed Deliverable may be submitted only after the Contractor has received written acceptance from SacSewer.

Insufficient Information: If a Contractor submits insufficient information within the proposal, such that Regional San is unable to properly evaluate the proposal, SacSewer has the right to require additional information, as it may deem necessary after the time set for receipt of proposals.

Contract Negotiations: SacSewer reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposal.

Audits and Records: Upon SacSewer's request, SacSewer or its designee shall have the right at reasonable times and intervals to audit, at Contractor's premises, Contractor's appropriate records as SacSewer deems necessary to determine Contractor's compliance with legal and contractual requirements and the correctness of claims submitted by Contractor. Contractor shall maintain such records for a period of four years following termination of Agreement, and shall make them available for copying upon SacSewer's request at SacSewer's expense.

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

Independent Contractor:

1. The following will apply when the independent contractor has five or more "full-time" employees. ("Full-time," as defined by IRS, means persons employed for 20 or more hours per week. Further, "full-time" excludes temporary employees whose term of employment will be less than one-month.) Contractor shall certify that he or she employs five or more "full-time" employees, as defined by IRS. This certification may be in the form of a letter from the Contractor to the purchasing agent

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds SacSewer harmless from any and all claims that may be made against the District based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties, hereto, that Contractor in the performance of its obligation hereunder is subject to the control or direction of the District only insofar as to the tasks to be performed and results to be accomplished by the services hereunder, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and District shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of District, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, nor to bind District to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other

insurance programs, or entitled to other fringe benefits payable by the District to employees of District.

E. It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

F. Contractor, as an independent contractor, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, Federal Social Security Act, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for Social Security or Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons, and shall be responsible for the collection and remittance of any taxes so levied, upon Contractor, on account of the persons employed by Contractor.

2. The following will apply when the independent contractor has less than five "full-time" employees, as defined by IRS.

A. Notwithstanding Contractor's status as an independent contractor, SacSewer shall withhold from payments made to Contractor such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding the Districts' s liability under said laws and does not abrogate Contractor's status as an independent contractor as described in the contract. Further, Contractor is not included in any group covered by the Districts' present agreement with the federal Social Security Administration.

BACKGROUND

Sacramento Area Sewer District (SacSewer) provides wastewater treatment to approximately 1.6 million customers in the Sacramento area and surrounding cities at the EchoWater Facility. SacSewer operates an extensive wastewater collection system that includes pump stations and interceptor pipelines that transport wastewater to the treatment facility in Elk Grove.

To protect pipeline infrastructure from corrosion and extend its service life, SacSewer maintains cathodic protection systems throughout its network. These systems use electrical equipment to prevent corrosion damage to metallic pipes and structures. The cathodic protection infrastructure includes rectifiers and test stations located throughout the treatment plant and at remote interceptor pipeline and facilities. Regular inspection, testing, and maintenance of cathodic protection systems are important to help prevent pipeline failures and protect SacSewer's infrastructure investment.

SCOPE OF WORK

Project Overview

This project requires the complete replacement of a damaged cathodic protection rectifier, associated electrical connections, and uplifted concrete foundation slab located at the intersection of Cosumnes River Boulevard and Delta Shores Circle South. The Contractor shall replace the damaged infrastructure in accordance with the original design specifications to restore the cathodic protection system to full operational capacity. Reference drawings and site photos are provided to show the design intent and configuration. The Contractor is responsible for field verification of all dimensions and site conditions. Items marked with red 'X' on the reference drawings within Appendix A are excluded from this project scope.

Scope of Work includes:

- Removal and disposal of the damaged rectifier unit and uplifted concrete foundation slab
- Installation of a new concrete foundation slab sized appropriately for the rectifier footprint. Reference drawings show approximate original dimensions.
- Installation of a protective cabinet, new rectifier unit, and all electrical components necessary for full system functionality
- Coordination with the Sacramento Municipal Utility District (SMUD) for electrical service connections
- Implementation of required safety protocols, barricades, signage, and pedestrian protection measures throughout the work area

Technical Specifications and Basis of Design

The original rectifier installation is a Corpro Rectifier Division, Custom Aircooled, type: CSAYSE 30-50AZ51,194, 256, 811. Complete technical specifications and product data sheets for this unit are provided in Appendix A and serve as the basis of design for this replacement project.

The Contractor may propose the specified rectifier model or an approved equal that meets or exceeds all performance specifications provided. Any proposal for alternate equipment must include complete manufacturer specifications, cut sheets, and documentation demonstrating equivalency in all technical parameters including electrical ratings, environmental protection, control capabilities, and physical dimensions.

Preference will be given to proposals using the specified manufacturer for system consistency, spare parts inventory consolidation, and technician familiarity across the SacSewer cathodic protection infrastructure.

The Contractor shall be responsible for field verification of all site conditions and shall develop shop drawings showing final installation details, connections, and mounting arrangements. All shop drawings are subject to SacSewer review and approval prior to equipment procurement or installation.

Project Details

The Contractor shall provide all labor, materials, equipment, and services necessary to complete the following work:

Site Preparation and Demolition

- Remove and dispose of the damaged rectifier, protective cabinet, and all associated electrical components
- Demolish and remove the existing uplifted concrete slab
- Prepare the site for a new concrete foundation

Foundation Installation

- Construct a new concrete slab matching the dimensions and specifications of the original foundation

Electrical System Installation

- Procure and install a new cathodic protection rectifier matching the original equipment specifications
- Install new protective cabinet and mounting hardware
- Install all electrical components, wiring, conduit, and connections
- Label all components in accordance with NEC and SacSewer standards

Utility Coordination

- Coordinate with SMUD early in the project to schedule electrical service and ensure compliance with their requirements

System Testing and Commissioning

- Test all electrical connections and verify proper rectifier operation
- Perform native potential testing to establish baseline corrosion protection levels
- Conduct comprehensive cathodic protection testing on the associated pipeline system, including pipe-to-soil potential measurements at all test stations along the protected pipeline. The base bid shall include a provisional quantity of six (6) test stations.
- Document all test results including rectifier output readings, pipe-to-soil potentials, native potentials, and system performance data, and make necessary adjustments to ensure the cathodic protection system meets AMPP criteria for adequate pipeline protection
- Provide complete documentation including test reports, as-built drawings, equipment specifications, and operation and maintenance manuals
- Provide documentation including as-built drawings and operation manuals

Project Summary

The work to be completed under this project includes all labor, equipment, materials, coordination activities, and incidentals necessary to complete the tasks.

Schedule Requirements

Work at the location shall occur 8 hours per day during normal business hours, Monday through Friday, excluding holidays. The Contractor may work on Saturdays or holidays should the District staff deem necessary and approved by both the Contractor and the District. The following holidays are observed by the District. District staff will not normally be scheduled to work on the days that are chosen by the District to observe these holidays. The actual District holiday calendar is available the December before the new calendar year begins.

Holiday List:

- New Year's Day
- Martin Luther King Day
- Abraham Lincoln's Birthday
- George Washington's Birthday
- Cesar E. Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving & Day After
- Christmas Day

Equipment Requirements

The Contractor shall provide all adequate and necessary equipment to perform the work. Should any equipment be required by the District to provide for use by the Contractor, it must be stated in the proposal submittal. Only equipment in good working condition as judged by the District is acceptable. The Contractor shall furnish only certified and skilled personnel to operate the equipment. The District may reject the use of equipment found to be in unsatisfactory condition. In the event of any rejection, the Contractor shall remove the unsatisfactory equipment and replace it with acceptable equipment. The District shall not be responsible for any damage to or theft of any property of the Contractor or Contractor's agents on or off District's property. The District can provide electricity for contractor use pending contractor requirements in submitted scope of work.

Responsibility of Contractor

The District assumes no responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, its agents, or employees. The Contractor shall be responsible for the care and preservation of District property and adjacent or coterminous property. Any parts of such property injured, damaged or disturbed as a result of the work shall be restored in a manner acceptable to the District at Contractor's expense.

All safety orders, rules, and recommendations of the Division of Industrial Safety of the Department of Industrial Relations of the State of California applicable to the work specified in this Request for Proposals shall be obeyed and enforced by the Contractor. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

PROPOSAL REQUIREMENTS

1. **Cover Letter** - The cover letter should not exceed the equivalent of two (2) single sided pages and should provide:
 - Name, address, e-mail, telephone number, and fax number of Proposer's key contact.
 - Description of the type of organization (e.g., corporation, partnership, joint venture, and team) submitting the proposal.
 - Recognition and acknowledgement of the Attached Scope of Work (negotiation).
 - The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, vice president, general partner), and the acknowledgment of the receipt of any addenda, by number, if issued for this Request for Proposals.
2. **Organization of Firm** - A brief description of the Contractor's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that the District may reasonably formulate an opinion about the stability and financial strength of the organization. Include the location of the firms' responsible office.
3. **Firm Qualifications and Experience** – A statement of the technical qualifications and past experience from similar type projects that demonstrate the Contractor's ability to perform the work and accomplish the goal of the project.
4. **Project Management Plan** - Provide a description of the management plan the Contractor intends to employ for the project and an explanation of how it will support all project requirements and logically lead to the required outcomes.
 - a. Plan for equipment assembly.
 - b. Documents for all equipment being used
 - c. Description of proposed equipment to be used and demobilized from site
 - d. Personnel required
 - e. Description of project safety requirements
 - i. Copies of Safety Data Sheets for Hazard Materials used on site (as applicable)
 - f. Discussion of environmental, site and traffic impacts as applicable.
 - g. A breakdown of the schedule
 - h. Innovative approaches to performing the work.
5. **Pricing** –The cost proposal shall include hour and fee breakdown by the tasks detailed in Cost Response Page (Table 2). No markups shall be allowed on reimbursable expenses and the maximum markup on each subcontractor shall be 5%.
6. **Invoicing and Payment Requirements** – The contractor will provide a detailed description on how the District will be billed.
7. **Contractor Safety Documents** – The Contractor shall submit a Work and Safety Plan for approval by SacSewer a minimum of fourteen (14) calendar days prior to the start of work. The Work and Safety Plan shall address in detail the following items, and any other items that the Contractor or SacSewer deem appropriate:[1]
 - a. Training documents for all equipment being used on site
 - b. Description of project safety requirements
 - c. Copies of Safety Data Sheets for hazardous materials used
 - d. Job Hazard Analysis for work being performed

- e. Silica Plan
- f. Lockout/Tagout Plan

8. **Disclosure(s)** – Provide a complete disclosure of any prior or ongoing incidents as to which it is alleged that the Contractor has defaulted or failed to perform, and which has led to a Contractor agreement being terminated prior to adequate project completion. Identify the parties involved and the circumstances of the default or termination. Also describe any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable.

If the business or person submitting this proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Proposer shall fully explain the circumstances relating to the preclusion or proposed preclusion in the proposal. The Proposer shall include a letter with its proposal setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment.

If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

PROPOSAL RANKING CRITERIA

A selection committee consisting of SacSewer engineering staff will rate the proposals received. The successful proposer will be the top proposer with the highest total score. In the event of a tie, a SacSewer representative will interview the contractors that have equal scores to determine which contractor better understands and represents a commitment to perform the services described in this RFP. The District's acceptance of the proposal will be evidenced by a Notice of Award from Purchasing Department delivered to the selected Contractor. The criteria for evaluating the written proposals are described below:

Table 1. Proposal Ranking Criteria

Item	Criteria	Point Value
1	Contractor Safety Documents	5
2	Schedule	10
3	Proposal Quality and Organization	10
4	Firm Background, qualifications, and overall understanding of the work	15
5	Detailed Scope Approach and Plan	25
6	Pricing	35
	Total Possible Points	100

COST RESPONSE PAGE

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

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

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

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

Complete the "Line-Item Total" columns in legible handwriting or with typed figures.

Table 2. Cost Response

Cost Element	Description	Estimated Cost
Labor	Electricians, techs, laborers, etc	
Electrical Materials & Equipment	New rectifier, protective cabinet, electrical wiring, conduit, hardware, etc	
Foundation Material & Site Work	Concrete slab, prep work	
Testing & Commissioning	Cathodic Protection testing, calibration, and documentation	
	Subtotal	
Contingency	Owner Controlled - 10% of subtotal	
	Total	

DISTRICT INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Contractor, its agents, representatives or employees. 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 SacSewer's Risk Manager, 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, at SacSewer's expense, 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.

1. Verification of Coverage

Contractor shall furnish SacSewer with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** SacSewer's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SacSewer and the general public is adequately protected. All certificates, evidences of self-insurance, and endorsements 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 including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned. The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials.

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

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.

CONTRACTOR'S POLLUTION LIABILITY (CPL): Insurance which includes coverage arising out of the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

3. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

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

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

Commercial Automobile Liability:

- a. Corporate/Business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit, including coverage for the transportation of pollutants and/or hazardous materials.
- b. Commercial Automobile Liability policy shall include a waiver of subrogation in favor of SacSewer and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

Workers' Compensation: Statutory.

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

Contractor's Pollution Liability: \$2,000,000 per claim or occurrence and aggregate

4. Deductibles and Self-Insured Retention

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

5. Other Insurance Provisions

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

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-: VII**. 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.

MAINTENANCE OF INSURANCE COVERAGE: 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 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 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.

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

- (1) The "Retro Date" must be shown and must be on or before the date of the Contract or beginning of the work.

- (2) Contractor shall maintain the required CPL policy at not less than the required minimum

limits, for not less than one (1) year after Final Acceptance of the work.

- (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of one (1) year after Final Acceptance of work.

7. Commercial General Liability, Contractor’s Pollution Liability and Commercial Automobile Liability:

- a. ADDITIONAL INSURED STATUS: SacSewer and the County of Sacramento and their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (collectively the “Additional Insured Parties”), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties. Any available insurance proceeds in excess of the specified minimum coverage and limits shall be available to the Additional Insured Parties.
- b. PRIMARY INSURANCE: For any claims related to this agreement, Contractor’s insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties . Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of Contractor’s insurance and shall not contribute with it.
- c. SEVERABILITY OF INTEREST: Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. SUBCONTRACTORS: Contractor shall require all subcontractors of any tier to maintain insurance of the types and in amounts appropriate to the subcontractor’s scope of work and consistent with the requirements of this Agreement, unless otherwise approved in writing by the District’s Risk Manager. Contractor shall require that such policies name the District and Contractor as additional insureds on a primary and non-contributory basis where applicable, include waivers of subrogation in favor of the District and Contractor where applicable, and be evidenced by certificates and endorsements upon request. Contractor shall remain responsible for enforcing these requirements and shall remain fully responsible for the acts and omissions of subcontractors regardless of compliance.

8. Workers’ Compensation:

WORKERS’ COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SacSewer and the County of Sacramento their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise

by reason of payment under such policy in connection with performance under this Agreement by Contractor. Should Contractor be self-insured for workers' compensation, Contractor hereby agrees to waive its right of subrogation against SacSewer and the County of Sacramento, their respective governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

9. 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.

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 SacSewer, Contractor shall give prompt and timely notice thereof to SacSewer. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

REGARDING INSURANCE COVERAGE

To Be Submitted with Proposal

Proposer HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 8525 Cosumnes River Blvd Rectifier Replacement Project. Should the Proposer be awarded a contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the Subcontractors, and agrees to name the Sacramento Area Sewer District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

INSTRUCTION FOR PERFORMANCE BOND

The successful 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, 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 RFP#8525 Cosumnes River Blvd Rectifier Replacement Project

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.)

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 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 RFP#8525 Cathodic Protection Rectifier Replacement ;

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.)

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:

EXCEPTION/RESPONSE PAGE

List any exceptions to the criteria requested. Site the Item number, RFP page, paragraph number, and a description of the exception. If no exceptions are listed, the proposal will be deemed to have no exceptions.

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 #		

NONCOLLUSION DECLARATION

To Be Submitted with Proposal

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

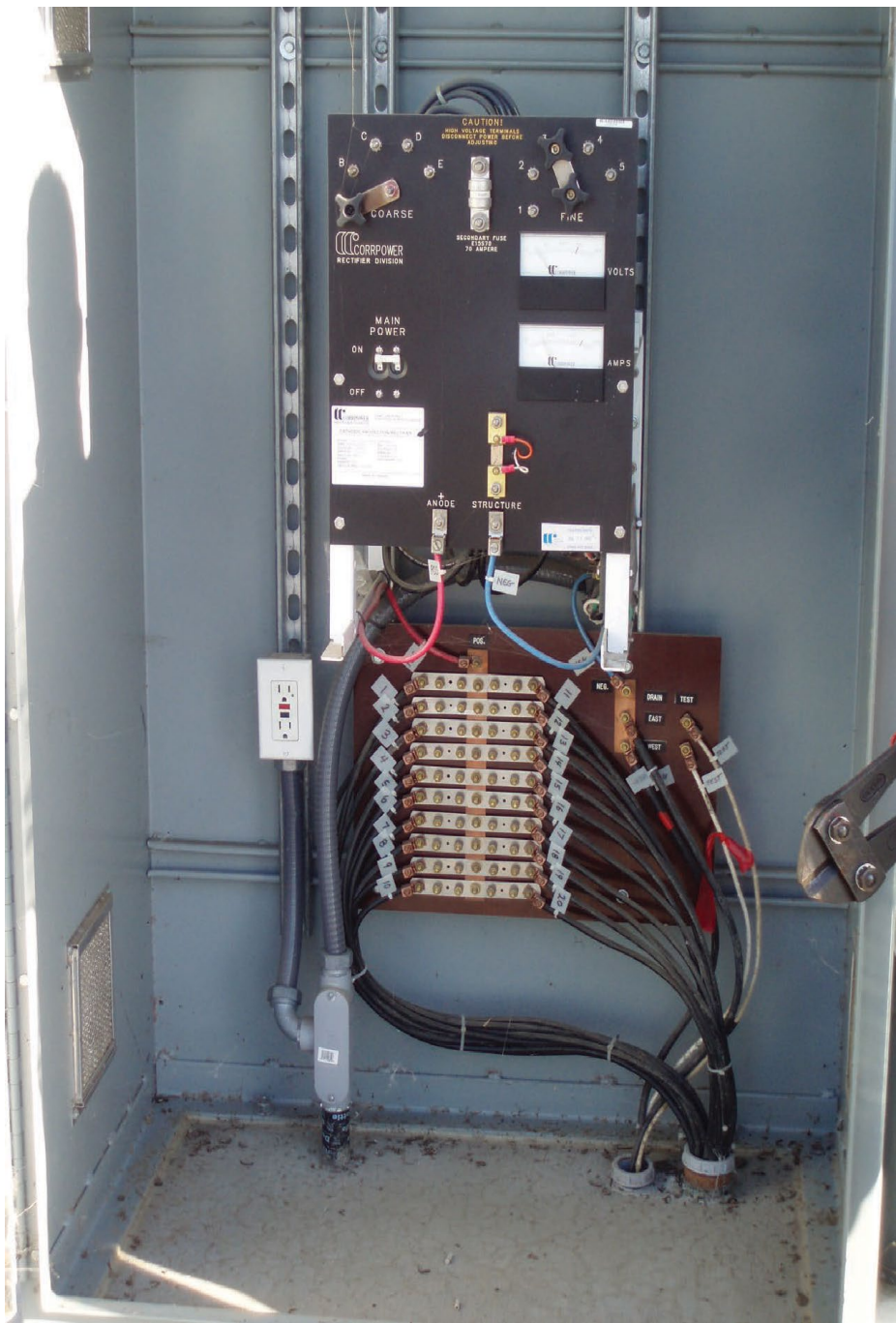
The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or a sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false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

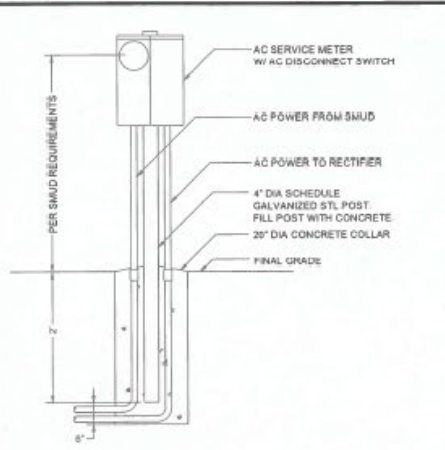
Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

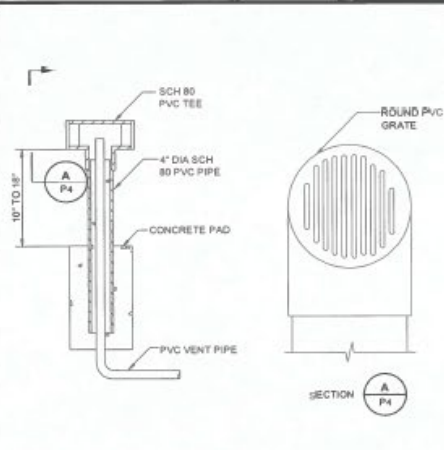
Signature _____



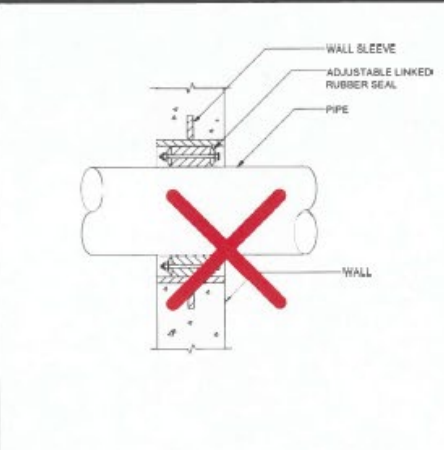




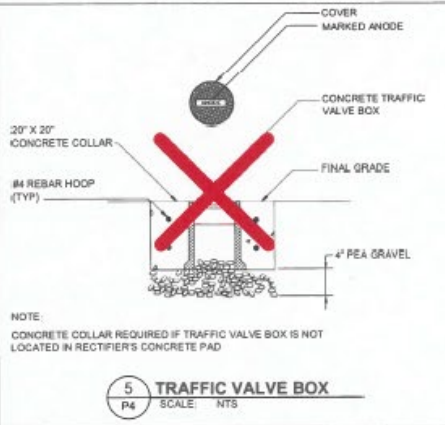
1 AC SERVICE METER
SCALE: NTS



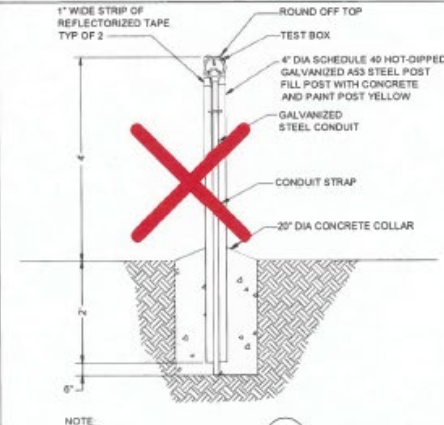
2 VENT PIPE HOUSING
SCALE: NTS



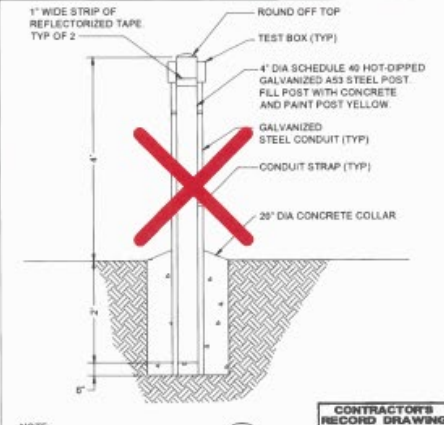
3 WALL PENETRATION
SCALE: NTS



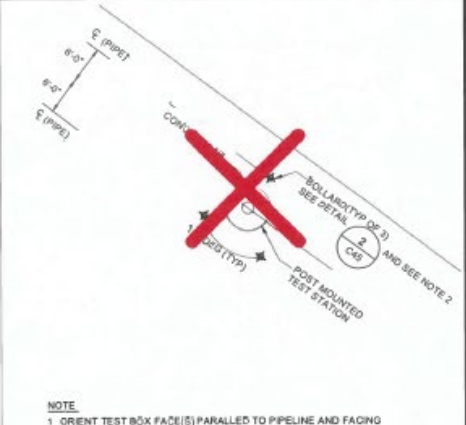
5 TRAFFIC VALVE BOX
SCALE: NTS



6 POST MOUNTED TEST STATION
SCALE: NTS



7 DUAL HEADED POST MOUNTED TEST STATION
SCALE: NTS



8 POST MOUNTED TEST STATION BOLLARD LAYOUT
SCALE: NTS

CONSULTING ENGINEERS, INC.
Civil Infrastructure Preservation
1797 Harbor Street, Suite 979, Oakland, CA 94612
Tel (510) 933-6400, Fax (510) 933-6401

REVISIONS			
REV	DESCRIPTION	BY	DATE



0 1"
IF THIS BAR IS LESS THAN 1 INCH, IT IS A REDUCED PRINT. SCALE REDUCED SHEET ACCORDINGLY.



DEPARTMENT OF WATER QUALITY
SEWER SYSTEM ENGINEERING AND DESIGN

SUBMITTED: D. DEUTSCHER DATE: 5/15/04
SUBMITTAL ACCEPTED: DATE: 5/19/04

SACRAMENTO FORCE MAIN
CATHODIC PROTECTION TYPICAL DETAILS - III

CONTRACT NO. 3780
FILE NAME 10014752
DRAWN: MGT/WDC
DESIGNED: MGT/MN
CHECKED: BUC
SHEET DATE: AUG. 23, 2004
SCALE: HOR: NONE, VER: NONE
SHEET: P4 OF 80 SHEETS