

UPDATE LOG FOR FRONT END CONTRACT DOCUMENTS		
Date	Item(s) Changed	Page #
02/19	<p><b>FRONT END CONTRACT DOCUMENTS</b></p> <p><b>The entire front end contract document has been replaced with a new template. Please replace the entire document dated 12/18 with the attached document dated 02/19</b></p>	All
02/19	<p><b>FRONT END CONTRACT DOCUMENTS</b></p> <p><b>Bid Schedule modification:</b></p> <p>Table replaced to allow for bid items to be included in the contract document for each project; however, notation has been added to instruct the bidder to complete the electronic bid schedule in PlanetBids only.</p> <p><b>Alternate Bid Table modification:</b></p> <p>Table replaced to return to previous version that included alternate options (add/deduct); however, notation has been added to instruct the bidder to complete the electronic schedule of alternate bid prices in PlanetBids only, if applicable.</p>	<p>P-2</p> <p>P-4</p>

Change Legend:

Added

Strike-out

**RANCHO CALIFORNIA WATER DISTRICT**



**PLANS, SPECIFICATIONS, AND  
CONTRACT DOCUMENTS**

**FOR  
CONSTRUCTION OF**

**RANCHO CALIFORNIA WATER DISTRICT  
42135 WINCHESTER ROAD  
POST OFFICE BOX 9017  
TEMECULA, CALIFORNIA 92589-9017  
TELEPHONE: (951) 296-6900  
FACSIMILE: (951) 296-6869**

Date: \_\_\_\_\_ 20\_\_

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(list paragraphs and pages in SPs)	

**CONTRACT DRAWINGS**

<u>Sheet No.</u>	<u>Drawing Title</u>
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**REFERENCE DOCUMENTS**

Appendix A	Approved Materials List
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**TECHNICAL PROVISIONS**

(Not attached – Available online at <http://www.ranchowater.com>)

			<b><u>Current Date</u></b>
Division 1	Earthwork .....	1 – 1	01/2009
Division 2	Concrete .....	2 – 1	12/2015
Division 3	Pipeline .....	3 – 1	06/2016
Division 4	Valves .....	4 – 1	10/2013
Division 5	Electric Motor-Driven Pumps .....	5 – 1	12/2010
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Division 7	Concrete Masonry .....	7 – 1	04/2008
Division 8	Painting .....	8 – 1	04/2008
Division 9	Welded Steel Water Storage Reservoir Coating.....	9 – 1	10/2011
Division 10	Paving .....	10- 1	01/2009
Division 11	Chain Link Fencing .....	11- 1	04/2008
Division 12	Miscellaneous Metal Work .....	12- 1	01/2012
Division 13	Chlorination Facilities .....	13- 1	01/2009
Division 14	Landscape .....	14- 1	04/2008
Division 15	Sewer .....	15- 1	01/2009
Division 16	Surge Arrestor .....	16- 1	04/2008
Division 17	Welded Steel Reservoir .....	17- 1	01/2009
Division 18	Operating Controls .....	18- 1	10/2012
Division 19	Cathodic Protection .....	19- 1	01/2009

## **STANDARD DRAWINGS (WATER)**

(Not attached – Available online at <http://www.ranchowater.com>)

<b><u>Title</u></b>	<b><u>Drawing Number</u></b>	<b><u>Current Date</u></b>
Fire Hydrant and Appurtenance Locations, Improved Streets with Curbs	RW-1	01/2012
Fire Hydrant and Appurtenance Locations, Unimproved Streets without Curbs	RW-1A	01/2012
Existing Water Service Abandonment	RW-2	04/2014
6-Inch-High Pressure Fire Hydrant Assembly (above 200 psi min design pressure)	RW-3A	06/2018
Below-Ground Blow-Off (Reclaimed)	RW-4	12/2016
Super Fire Hydrant Assembly (Steel Pipe)	RW-5	06/2018
Super Fire Hydrant Assembly (PVC Pipe)	RW-6	12/2015
6-Inch Fire Hydrant Assembly (Steel Pipe)	RW-7	06/2018
6-Inch Fire Hydrant Assembly (PVC Pipe)	RW-8	12/2015
1-Inch Air Vac and Air Release Assembly	RW-9	06/2018
2-Inch Air Vac and Air Release Assembly	RW-10	06/2018
Above-Ground 4-Inch Air Vac and Air Release Assembly for Steel Pipe	RW-11	01/2012
Interim Unmetered Construction Water Details	RW-12	01/2012
1-Inch Copper Service Lateral	RW-13	01/2012
2-Inch Copper Service Lateral	RW-14	01/2012
CML&C Steel Service Lateral (4", 6", 8", and 12")	RW-15	05/2017
PVC Service Lateral (4", 6", 8", and 12")	RW-15A	01/2012
Typical ¾-Inch or 1-Inch Drop-in Meter Installation	RW-16	01/2012
Dual Service (Fireflow & Domestic) Meter Assembly – Below-Grade (4", 6", 8", and 10")	RW-17	01/2012
Turbine or Compound Meter Assembly – Below-Grade (3", 4", 6", and 8")	RW-17A	01/2012
Backflow Prevention Device 2-Inch and Smaller	RW-18	06/2012
Backflow Prevention Device 3-Inch and Larger	RW-19	12/2016
Double Check Backflow Prevention Device – 3-Inch and Larger	RW-19A	01/2012
Above-Ground Fire Service & Backflow Prevention Assembly (DCDA or RPDA)	RW-20	12/2016
Below-Grade Double Detector Check Assembly	RW-21	01/2012
PVC Pipe Installation	RW-22	01/2012
Steel Casing for Steel or PVC Pipe	RW-23	10/2016
Water Pipeline End Cap Installation (PVC)	RW-24	01/2012
Water Pipeline Dead End Hydrant	RW-24A	01/2014
CML&C Steel Pipe Installation	RW-25	12/2016
Thrust/Support Block Installation	RW-26	10/2016
Thrust Block Detail – Shear Ring for CML&C Steel Pipe	RW-26A	10/2016
Standard Restraint for Tees, Dead Ends, and Bends for PVC (C-900/C905)	RW-26B	10/2016
Concrete Encasement and Concrete Cap	RW-27	02/2011
Weld Saddle and Service Saddle Steel Pipe	RW-28	06/2018
Fabricated Steel Elbows	RW-29A	06/2018
Fabricated Steel Tees and Crosses	RW-29B	06/2018

**STANDARD DRAWINGS (WATER)**

*(Not attached – Available online at <http://www.ranchowater.com>)*

<b><u>Title</u></b>	<b><u>Drawing Number</u></b>	<b><u>Current Date</u></b>
Valve Cap and Riser Detail	RW-30	06/2017
Valve Cap and Riser Detail (Plug Valves)	RW-30A	01/2012
Buried Valve Detail	RW-31	06/2017
Buttstrap with Hand Hole	RW-32	06/2017
Welded Steel Pipe	RW-33	01/2012
Weld Detail for CML&C Steel Pipe and Steel Cylinder Concrete Pipe	RW-34	01/2012
Rubber Gasket Pipe Joints	RW-35	01/2012
Steel Cylinder Pipe Bonded Joints	RW-36	02/2011
Pipe Support	RW-37	03/2008
Water Quality Sample Station	RW-38	01/2009
Cathodic Protection Test Station	RW-40	01/2009
Cathodic Protection Test Station w/Reference Cell	RW-40A	08/2009
Cathodic Protection Test Station w/Prepackaged Sacrificial Anode	RW-40B	01/2009
Cathodic Protection Test Station w/Insulated Flange or Casing	RW-41	01/2009
Telemetry Terminal Housing	RW-42	01/2009
Chlorination Piping	RW-43	02/2011
Chain Link Fence Detail	RW-44	08/2009
Advance Notification Sign	RW-45	06/2009
Alumino-Thermic Weld	RW-46	03/2008
CP Test Box and Locator Wire Box	RW-47	06/2009
Cathodic Protection and Locator Wire Labeling and Terminating	RW-48	01/2009
Electrolysis Protection at Steel Pipeline Crossing	RW-49	01/2009
Magnesium Anode and Reference Electrode Details	RW-50	01/2009
Dual Service (Fireflow & Domestic Meter Assembly Above-Grade (4", 6", 8", and 10"))	RW-51	01/2012
Turbine or Compound Meter Assembly Above-Grade (3", 4", 6", and 8")	RW-51A	06/2012



## **STANDARD DRAWINGS (SEWER)**

(Not attached – Available online at <http://www.ranchowater.com>)

<b><u>Title</u></b>	<b><u>Drawing Number</u></b>	<b><u>Current Date</u></b>
Pipe Zone Bedding and Trench Backfill	S- 1	03/2008
Concrete Caps and Encasement	S- 2	03/2008
Sewer Connection at Concrete Encasement	S- 3	03/2008
Sewer Lateral Normal Cut	S- 4	02/2011
Sewer Lateral Deep Cut	S- 5	03/2008
Sewer Lateral V.C.P. Saddle Connection	S- 6	03/2008
Sewer Lateral Plastic Pipe Saddle Connection	S- 7	03/2008
Connecting Dissimilar Sewer Pipes	S- 8	03/2008
Residential Cleanout	S- 9	02/2011
Sewer Chimney Lateral	S-10	03/2008
Sewer Tree Laterals and Cleanouts	S-11	03/2008
Precast Reinforced Eccentric Concrete Manhole	S-12	03/2008
Terminus Manhole with House Laterals	S-13	03/2008
Manhole Cover and Frame - Standard and Water Tight	S-14	03/2008
36-Inch Two-Piece Manhole Cover and Frame – Standard and Water Tight	S-14A	03/2008
Paving Detail around Manholes	S-15	01/2009
Manhole Cover and Frame - Locking Type	S-16	03/2008
Sewer Cleanout – Main Line	S-17	03/2008
36-Inch I.D. Sampling Manhole	S-18	03/2008
<i>Removed</i>	S-19	N/A
Typical Metering Manhole	S-20	02/2011
Metering Manhole Telemetry	S-21	02/2011
Pipe Casing Sewer Main	S-22	03/2008
Sewer Main Crossing Existing Water	S-23	03/2008
Sand/Oil Separator	S-24	03/2008
Sample Box #1 (Industrial)	S-25	03/2008
Sample Box #2 (Commercial)	S-26	03/2008
Grease Interceptor	S-27	03/2008
Sampling Wye	S-28	03/2008
Sewage Backflow Valve Assembly	S-29	03/2008

**RANCHO CALIFORNIA WATER DISTRICT**

**NOTICE INVITING BIDS**

**FOR  
CONSTRUCTION OF**

\_\_\_\_\_  
\_\_\_\_\_  
**[PROJECT NO. \_\_\_\_\_]**

The Rancho California Water District (“District”) will receive sealed bids for the **INSERT PROJECT NAME** Project through PlanetBids at **Insert PlanetBids Project Link** no later than \_\_\_\_\_ a.m./p.m. local time on (week day) \_\_\_\_\_, (date) \_\_\_\_\_, 20\_\_\_. Bids received after this time will not be accepted. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the District’s Bid Forms. Bidders shall obtain a copy of the Contract Documents from PlanetBids. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the District shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any addenda will be posted on PlanetBids. It is the responsibility of each prospective bidder to check PlanetBids on a daily basis through the close of bids for any applicable addenda or updates. The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents. Information on PlanetBids may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by PlanetBids.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted Total Bid Price. This must be provided to the District at the District’s headquarters at 42135 Winchester Road, Temecula, California, 92590 prior to the deadline for receipt of Bids.

A **INSERT “NON-MANDATORY” OR “MANDATORY”** Pre-Bid Conference will be held at the District’s Headquarters located at 42135 Winchester Road, Temecula, California, 92590 on the following date(s) and time(s): **INSERT DATE(S) AND TIME(S)**. Each and every Bidder **INSERT “MUST” OR “SHOULD”** attend the Pre-Bid Conference. Prospective bidders **INSERT “MAY” OR “MAY NOT”** visit the Project Site without making arrangements through the Construction Contracts Department. Note: **CHOOSE ONE OF THE FOLLOWING SITUATIONS** Bids will be accepted from all bidders, regardless of whether or not they attended the NON-MANDATORY Pre-Bid Conference. **OR** Bids will ONLY be accepted from bidders who attended the MANDATORY Pre-Bid Conference. **NO bid will be accepted from any bidder who did not attend the MANDATORY Pre-Bid Conference.**

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion declaration, the list of proposed subcontractors, the public works contractor registration certification, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the state of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is admitted by the state of California. **[\*\*OPTIONAL: USE THE FOLLOWING TWO SENTENCES IF YOU WANT SUBS TO BE BONDED - DELETE OTHERWISE\*\*]** Contractor shall require all subcontractors providing labor and materials in excess of **[\*\*INSERT DOLLAR AMOUNT\*\*]** to supply Payment and Performance Bonds in the amounts of the subcontractor and in a manner required of the Contractor. The Contractor shall specify this requirement for subcontractor bonds in its written or published request for subcontractor bids, in accordance with Public Contract Code section 4108. **[\*\*OPTIONAL: USE LAST 2 SENTENCES IF YOU WANT SUBS TO BE BONDED - DELETE OTHERWISE\*\*]**

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract that will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at the office of the Construction Contracts Manager of the District located at 42135 Winchester Road, Temecula, California 92590, or online at <https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder, and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to, the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor, and the debarment of contractors and subcontractors. **[INSERT ANY FEDERAL DAVIS BACON REQUIREMENTS AND/OR ANY LABOR COMPLIANCE REQUIREMENTS (AS A CONDITION OF USE OF PROPOSITION 50 OR OTHER BOND PROCEEDS)]**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall

be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Class A or (specify).

**[\*\*INCLUDE ONLY IF SOLE SOURCE FINDINGS HAVE BEEN MADE\*\*]** Pursuant to Public Contract Code section 3400(b), if the District has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the General Provisions.

Award of Contract: The District shall award the Contract for the Project to the lowest responsible bidder, as determined from the base bid alone by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. If two or more bids are submitted with the same lowest bid amount, District may award the Contract to the bidder it chooses.

For further information, contact the Construction Contracts Manager of the District located at 42135 Winchester Road, Temecula, California 92590, (951) 296-6900.

Dated: \_\_\_\_\_, 20\_\_

RANCHO CALIFORNIA WATER DISTRICT

BY: \_\_\_\_\_  
Jake Wiley, P.E.  
Engineering Manager-CIP & Development

BY: \_\_\_\_\_  
Casey Arndt  
Construction Contracts Manager

**END OF NOTICE INVITING BIDS**

**RANCHO CALIFORNIA WATER DISTRICT**

**INSTRUCTIONS TO BIDDERS**

**FOR  
CONSTRUCTION OF**

\_\_\_\_\_  
\_\_\_\_\_  
**[PROJECT NO. \_\_\_\_\_]**

**AVAILABILITY OF CONTRACT DOCUMENTS**

Bids must be submitted to the District on the Bid Forms, which are a part of the Bid Package for the Project. Contract Documents shall be obtained from PlanetBids, as indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The District may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Note: Prospective bidders who choose to review the Contract Documents at a plan room are still required to obtain Contract Documents, as described in the Notice Inviting Bids, if they decide to submit a bid for the Project.

**EXAMINATION OF CONTRACT DOCUMENTS**

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under state law.

**INTERPRETATION OF CONTRACT DOCUMENTS**

Discrepancies in and/or omissions from the Plans, Specifications, or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be submitted via PlanetBids.

Any interpretation of the Contract Documents will be made only by written addenda. Any addenda will be posted on PlanetBids. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

**SCOPE OF WORK**

The Work involves performing all work and furnishing all labor, materials, and equipment, as provided by the Contract Documents, for a completed Work of Improvement, as follows:

\_\_\_\_\_ [Project No. \_\_\_\_].

**SITE OF WORK**

The site of the Work is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties, and restrictions that may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

**ADDENDA**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code section 4104.5, if the District issues an addendum less than 72 hours prior to the deadline for submission of bids, which includes material changes to the Project, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date. Any addenda will be posted on PlanetBids. Please note: Bidders are responsible for ensuring that they have received any and all addenda. The Bidder shall acknowledge the addenda via PlanetBids prior to bidding. Failure to acknowledge any and all addenda may be sufficient cause for rejecting the Bid.

**ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. **\*\*PER PUBLIC CONTRACT CODE 20103.8, DISTRICT MAY CHOOSE DIFFERENT BASIS OF**

**AWARD BUT MUST CHANGE CONTRACT LANGUAGE, COUNSEL SHOULD REVIEW ALL CHANGES\*\*]**

The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses that will be incurred by the Bidder.

**COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms that are included in the Contract Documents. The use of substitute bid forms will not be permitted. Bids shall be executed by an authorized signatory, as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting “N/A” where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Form may result in the bid being deemed non-responsive.

**MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

**DESIGNATION OF SUBCONTRACTORS**

Pursuant to state law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder’s Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the List of Subcontractors Form.

**LICENSING REQUIREMENTS**

Pursuant to section 7028.15 of the Business and Professions Code and section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder’s subcontractors, before awarding the Contract.

## SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

## BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure section 995.120. The cash, check, or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder. The bidder shall provide the payment and performance bonds and insurance certificates and endorsements, as required herein, within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

## SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with all other required materials, via PlanetBids before the time and day set for the receipt of bids. The Bid Guarantee, **to be received by the District prior to the deadline for receipt of Bids**, shall be submitted in an envelope, sealed, addressed, and mailed with postage prepaid or hand-delivered to the Construction Contracts Manager of Rancho California Water District at its office at 42135 Winchester Road, Post Office Box 9017, Temecula, California 92589-9017. The envelope shall also contain the following in the lower left-hand corner thereof: **Bid Guarantee of \_\_\_\_\_ (Bidder's Name) \_\_\_\_\_ for the [\*\*INSERT PROJECT NAME\*\*], to be opened \_\_\_\_\_ a.m./p.m. local time on \_\_\_\_\_, \_\_\_\_\_, 20\_\_**. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District through PlanetBids, as provided herein.

Only where expressly permitted in the Notice Inviting Bids may Bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District reserves



the right to not accept electronically-transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery. **[\*\*NOTE TO DISTRICT: IF BIDS ARE TO BE SUBMITTED VIA AN INTERNET WEBSITE AND MAY INCLUDE SECURITY SENSITIVE INFORMATION (PLANS, RESERVOIR LOCATIONS, STRUCTURAL DRAWINGS, ETC.), THE DESIGNATED WEBSITE SHOULD BE PASSWORD PROTECTED SO THAT THE INFORMATION CANNOT BE DISSEMINATED OR OBTAINED BY UNAUTHORIZED PARTIES. \*\*ALWAYS DELETE THIS BOX\*\*]**

## **DELIVERY AND OPENING OF BIDS**

NOT USED

## **WITHDRAWAL OF BID**

Any bid may be withdrawn via PlanetBids, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to District within five (5) working days of the bid opening and in compliance with Public Contract Code section 5100 *et seq.*, or as otherwise may be allowed with the consent of the District.

## **BASIS OF AWARD; BALANCED BIDS**

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The District may reject any Bid that, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid that unevenly weights or allocates costs including, but not limited to, overhead and profit to one or more particular bid items.

## **DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit a subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

## **QUESTIONS**

Questions regarding the Notice Inviting Bids may be submitted through PlanetBids. No other members of the District's staff or Governing Board should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

## **INSURANCE REQUIREMENTS**

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

## **AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

## **FILING OF BID PROTESTS**

Bidders may file a “protest” of a Bid with the District’s Construction Contracts Manager. In order for a Bidder’s protest to be considered valid, the protest must comply with the following:

- A. Be filed in writing within five (5) calendar days after the bid opening date.
- B. Clearly identify the specific irregularity or accusation.
- C. Clearly identify the specific District staff determination or recommendation being protested.
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest.
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the District’s Construction Contracts Manager or other designated District staff member shall review the basis of the protest and all relevant information. The Construction Contracts Manager will provide a written decision to the protestor. The protestor may then appeal the decision of the Construction Contracts Manager to the General Manager.

## **WORKERS’ COMPENSATION**

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

## **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bids will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the

Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors Form.

### **SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment, as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained, in accordance with Public Contract Code section 22300.

### **PREVAILING WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the office of the District located at 42135 Winchester Road, Temecula, California 92590, or may be obtained online at <https://www.dir.ca.gov/OPRL/dprewagedetermination.htm>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

**[INSERT ANY FEDERAL DAVIS BACON REQUIREMENTS AND/OR ANY LABOR COMPLIANCE REQUIREMENTS (AS A CONDITION OF USE OF PROPOSITION 50 OR OTHER BOND PROCEEDS)]**

### **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to section 1777.1 or section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

### **PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District two identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, authorized to do business as such in the state of California and satisfactory to the District. The Performance Bond and the Payment Bond shall each be for one hundred percent (100%) of the

Total Bid Price.

### **REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request provisions set forth in the General Provisions, including any deadlines for substitution requests **that may occur prior to the bid opening date**.

### **SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES, AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses, and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

### **EXECUTION OF CONTRACT**

As required herein, the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

### **PROGRESS PAYMENTS**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code section 8132. The District will retain five percent (5%) of each progress payment as security for completion of the Work. At the request and expense of the successful Bidder, the District will pay the amount so retained, in compliance with the requirements of Public Contract Code section 22300.

### **END OF INSTRUCTIONS TO BIDDERS**

**BID FORM**

**BY**

\_\_\_\_\_  
(Firm)

**FOR  
CONSTRUCTION OF**

\_\_\_\_\_  
\_\_\_\_\_  
**[PROJECT NO. \_\_\_\_\_]**

Rancho California Water District  
42135 Winchester Road  
Post Office Box 9017  
Temecula, CA 92589-9017

Attention: Construction Contracts Manager

The undersigned declares, as Bidder, that he has carefully examined the locations of the proposed Work and that he has examined the Contract Documents, Plans, and Specifications and hereby proposes and agrees to furnish all labor, materials, equipment, tools, transportation, and services necessary to do all work required to construct:

\_\_\_\_\_  
\_\_\_\_\_  
**[PROJECT NO. \_\_\_\_\_]**

and all appurtenances therefor, in strict conformance with the Contract Documents and the Plans and Specifications prepared by the Engineer/Architect, for the price(s) as submitted via PlanetBids. The total price for each Bid Schedule stated in this Proposal for all Bid Items is based on the estimated quantities indicated in the Plans and Specifications, and shall include all items necessary to complete the Work.

**BID SCHEDULE**  
**FOR**  
**CONSTRUCTION OF**

\_\_\_\_\_  
**[PROJECT NO. \_\_\_\_\_]**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Initial Mobilization, Bonds, Insurance, Project Management, and Demobilization	Lump Sum	N/A	<b>ENTER TOTALS, SIGN, DATE, AND PROVIDE OTHER REQUIRED INFORMATION ON PROPOSAL SHEETS PRIOR TO UPLOADING TO PLANETBIDS</b>	<b><u>BIDDERS:</u> PLEASE COMPLETE ELECTRONIC BID SCHEDULE IN PLANETBIDS ONLY</b>
2	<p><b>[Insert the following if all-risk insurance includes floods and earthquakes:</b></p> <p>Builders Risk (“All Risks”) Insurance (Coverage shall insure against the following: fire, lightning, vandalism, malicious mischief, riot and civil commotion, smoke, sprinkler leakage, water damage, sandstorm, hail, and any other act of God in whatever form, including floods and earthquakes).]</p> <p><b>[Insert the following if all-risk insurance excludes floods and earthquakes:</b></p> <p>Builders Risk (“All Risks”) Insurance (Coverage shall insure against the following: fire, lightning, vandalism, malicious mischief, riot and civil commotion, smoke, sprinkler leakage, water damage, sandstorm, hail, and any other act of God in whatever form, excluding floods and earthquakes).]</p>	Lump Sum	N/A		
3	Sheeting, Shoring, and Bracing or Equivalent Method <b>【**INSERT IF REQUIRED**】</b>	Lump Sum			

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation

shall be due to Contractor for the performance of the Work.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

**TOTAL BASE BID PRICE:**

\$ \_\_\_\_\_

Total Base Bid Price in Numbers

\_\_\_\_\_

Total Base Bid Price in Written Form

In case of discrepancy between the written price, the numerical price, or the price as submitted via PlanetBids, the PlanetBids price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District that cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

**[\*\*USE NEXT PARAGRAPH AND SCHEDULE IF ALTERNATES ARE USED - DELETE OTHERWISE\*\*]**

If the Contract Documents specify alternate bid items, the Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above, at the District’s sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted from Total Bid Price for the Project. The District may select one or more of the Alternate Bids at the Bid Price provided in the Alternate line items on PlanetBids up to sixty (60) days following award of the Contract. The District can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 <input type="checkbox"/> Add <input type="checkbox"/> Deduct	<u>Bidders: IF APPLICABLE</u> , please complete electronic schedule of alternate bid prices in PlanetBids only	<u>Bidders: IF APPLICABLE</u> , please complete electronic schedule of alternate bid prices in PlanetBids only
ALTERNATE #2 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #3 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #4 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #5 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		
ALTERNATE #6 <input type="checkbox"/> Add <input type="checkbox"/> Deduct		



The Contract duration shall commence on the date stated in the District’s Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District’s Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_; Expiration Date \_\_\_\_\_; class of license \_\_\_\_\_. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

Addenda No. \_\_\_\_\_

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully-executed Non-Collusion Declaration form.
3. Attached is the completed List of Subcontractors form.
4. Attached is the completed Contractor Information and Experience form.
5. Attached is the completed Contractor’s Certificate Regarding Workers’ Compensation form.
6. Attached is the completed Public Works Contractor Registration Certification form.

I hereby certify under penalty of perjury under the laws of the state of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF BID FORM**

**NOTE: Attach “California All-Purpose Acknowledgment”**

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)                       Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

**CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION**

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ 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.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

**BID BOND**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the Rancho California Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for **INSERT PROJECT NAME**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney)





**NON-COLLUSION DECLARATION  
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)**

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].

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF NON-COLLUSION DECLARATION**



**CONTRACTOR INFORMATION AND EXPERIENCE FORM**

**A. INFORMATION ABOUT BIDDER**

[\*\*Indicate not applicable (“N/A”) where appropriate\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number Telephone Number Email Address

4.0 How many years has Bidder’s organization been in business as a Contractor?  
\_\_\_\_\_

5.0 How many years has Bidder’s organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder’s organization operated?: \_\_\_\_\_

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President’s Name: \_\_\_\_\_

6.4 Vice-President’s Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary’s Name: \_\_\_\_\_

6.6 Treasurer’s Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

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8.0 If other than a corporation or partnership, describe organization and name principals:

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9.0 List other states in which Bidder's organization is legally qualified to do business.

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10.0 What type of work does the Bidder normally perform with its own forces?

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11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

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12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List References:

Name of Agency: \_\_\_\_\_

Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of  
Construction Project: \_\_\_\_\_

.....

Name of  
Agency: \_\_\_\_\_

Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of  
Construction Project: \_\_\_\_\_

.....

Name of Agency: \_\_\_\_\_

Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of  
Construction Project: \_\_\_\_\_

.....

Name of  
Agency: \_\_\_\_\_

Agency Address and Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of  
Construction Project: \_\_\_\_\_

.....

14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate page if needed for listing additional completed projects\*\*]

Please include only those projects that are similar enough to demonstrate Bidder's ability to perform the required Work.

<b>Project Client</b>	<b>Description of Bidder's Work</b>	<b>Period of Performance</b>	<b>Cost of Bidder's Work</b>

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision, or engineering capacity.

1. List each person’s job title, name, and percent of time to be allocated to this project:

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2. Summarize each person’s specialized education:

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3. List each person’s years of construction experience relevant to the project:

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4. Summarize such experience:

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Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

***Additional Bidder's Statements:***

If the Bidder feels that there is additional information that has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the state of California that the foregoing information is true and correct:

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM**



**LIST OF SUBCONTRACTORS FORM**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the state of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the Work that will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. Notwithstanding the foregoing, if the Work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the Work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below-requested information.

If no subcontractor is specified, for a portion of the Work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License Number</b>	<b>DIR Registration Number</b>



<b>Work to be done by Subcontractor</b>	<b>Name of Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License Number</b>	<b>DIR Registration Number</b>

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Name of Subcontractor	Location of Business	Work to be done by Subcontractor	CSLB License Number	DIR Registration Number	% of the Work

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**END OF LIST OF SUBCONTRACTORS FORM**

## CONTRACT

THIS CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Riverside, State of California, by and between the Rancho California Water District, hereinafter called District, and \_\_\_\_\_, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents, as specified in Article 5 below for the following Project:

**[INSERT PROJECT NAME]**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **[\*\*INSERT CALENDAR DAYS\*\*]** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payment shall be made as set forth in the General Provisions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **[\$\*\*INSERT AMOUNT\*\*]** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form/Bid Schedule
- Contractor’s Certificate Regarding Workers’ Compensation
- Public Works Contractor Registration Certification
- Bid Bond
- Non-Collusion Declaration form
- Contractor Information and Experience
- List of Subcontractors Form
- Contract
- Performance Bond
- Payment Bond
- General Provisions
- Special Provisions
- Technical Specifications
- Standard Drawings
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification, as set forth in the General Provisions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the office of the District located at 42135 Winchester Road, Temecula, California 92590 or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

**[INSERT ANY FEDERAL DAVIS BACON REQUIREMENTS AND/OR ANY LABOR COMPLIANCE REQUIREMENTS (AS A CONDITION OF USE OF PROPOSITION 50 OR OTHER BOND PROCEEDS)]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**RANCHO CALIFORNIA WATER DISTRICT**

Signature: \_\_\_\_\_  
Jeffrey D. Armstrong  
General Manager

Dated: \_\_\_\_\_

**[INSERT CONTRACTOR NAME]:**

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Attach Acknowledgment for Authorized Representative of Contractor)

License No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**END OF CONTRACT**



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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Rancho California Water District (hereinafter referred to as “District”) has awarded to \_\_\_\_\_ (hereinafter referred to as the “Contractor”) an agreement for \_\_\_\_\_ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the

District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety, and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





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

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Rancho California Water District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal"), a contract for the work described as follows: \_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in section 9100 of the Civil Code, fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charges, \$\_\_\_\_\_.

(The above must be filled in by corporate attorney)





