

**Water Plant #1 Effluent Pump Replacements
(3 total)
PROJECT , CIP No. 20-05-1**



Bid Documents

**Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683
(916) 354-3700**

REQUEST FOR BIDS
WATER PLANT #1 EFFLUENT PUMP REPLACEMENTS

Notice is hereby given that Rancho Murieta Community Services District (District) invites sealed bids for the WATER PLANT #1 EFFLUENT PUMP REPLACEMENTS (Project), CIP No. 20-05-1 at Rancho Murieta, Sacramento County, California. Work consists of removing the plant's effluent pumps 1, 2, & 3, replacing them with new pumps, installation, and testing. This project's labor is subject to State of California prevailing wage requirements.

Each bid shall be made on the Bid Form provided in the Contract Documents the bidder's name and the title of the project on it. The bid must be delivered, mailed, or emailed to the District and be received until **11:45 a.m., January 2, 2020**. Mailed or delivered bids must be labeled as follows:
Rancho Murieta Community Services District, Attn: Paul Siebensohn, P. O. Box 1050, Rancho Murieta, California 95683; phone (916) 354-3700; Fax (916) 354-2082.

The District's right is reserved to reject all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. At any time prior to bid opening, the Owner may issue addenda to the bid documents. The receipt of any addenda shall be noted on the bid and will become part of the Contract Documents.

The attention of bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the Contract. Prevailing wage determinations available at <http://www.dir.ca.gov/dlsr/pwd/index.htm> .

BY  _____ DATE: 12/9/19
General Manager
Rancho Murieta Community Services District

INFORMATION FOR BIDDERS

The Owner may waive any informalities or minor defects, or Owner may reject any and all bids, all at the sole discretion of the Owner. The right is reserved to reject all bids. Any bid not conforming to the intent and purpose of the contract documents may be rejected. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered and will be returned to the bidder unopened. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the apparent low bidder.

Bidders must satisfy themselves to the accuracy and completeness of their bids by examination of the site and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature or the work to be done.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

A conditional or qualified bid will not be accepted. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to their bid. Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended.

The project manager is:

Paul Siebensohn, Rancho Murieta CSD, P. O. Box 1050, Rancho Murieta, California, 95683

Phone: (916) 354-3700, Fax: 354-2082. e-mail psiebensohn@rmcsd.com

All procedural and technical questions should be directed to the project manager or his designee.

Should a bidder find discrepancies in, or omissions from, the Specifications, or should be in doubt as to their meaning, they shall at once notify the District and, should it be found that the point in question is not clearly and fully set forth, a written addendum or Bulletin of Instructions will be sent to all bidders. Neither the District staff nor the District will be responsible for any oral communications.

END OF INFORMATION FOR BIDDERS

1. BIDDING FORMS

BID

Proposal of _____
(hereinafter called Bidder), organized and existing under the laws of the State of
_____, doing business as _____.*

Bidder agrees to perform all the work described for the following Lump Sum or unit prices:

(See Bid Schedule on the following pages.)

CONTRACT BID SCHEDULE

Water Plant #1 Effluent Replacements

The bidder shall submit a bid for all of the bid items. In case of an error in the extension of prices, the unit price shall govern. In case of an error in summation, the total of the corrected bid amounts shall govern.

The bid items as listed are meant to encompass all work items as called out in the contract specification. If an item is not specifically mentioned, it shall be assumed to be included in the most appropriate bid item. For definition of the bid items, see the Technical Specifications.

ITEM #	DESCRIPTION	Quantity	Unit	Unit Price	TOTAL PRICE
1	Labor to disconnect motors, pull pumps, install new pumps & motors, testing	3	EA	\$	\$
2	New Pumps	3	EA	\$	\$

<p><u>TOTAL (1&2)</u></p> <p>\$ _____</p>

Bidder Signature

Title

Company

Address

City, State

Date

License Number

Attest _____

CONTRACT BID SCHEDULE

DESIGNATION OF SUBCONTRACTORS

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has been done, give references that will enable the District to judge their experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

LOCATION OF WORK

CONTACT PERSON

CONTACT PHONE

Respectfully submitted,

(Signature)

2. SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR
WATER PLANT #1 EFFLUENT REPLACEMENTS

SP-1. INTENT

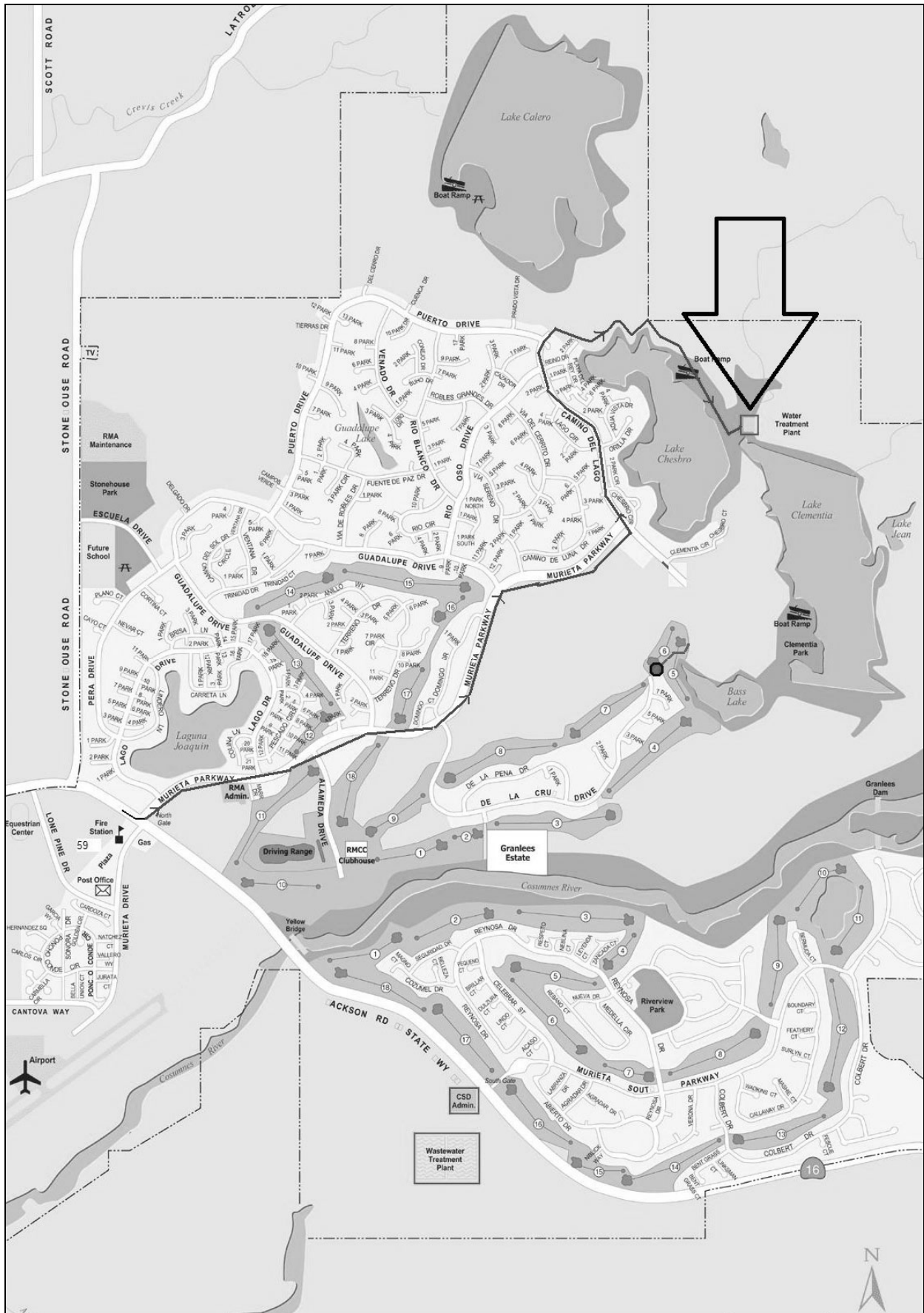
The following modifications and additions are hereby made a part of these specifications and shall take precedence over any conflicting requirements stated elsewhere.

SP-2. TITLE OF PROJECT

The title of this project shall be **WATER PLANT #1 EFFLUENT PUMP REPLACEMENTS, CIP No. 20-05-1** and all communications, reports, drawings, and progress payment estimates connected with this project shall refer to said title.

SP-3 LOCATION OF WORK

The location of the work within the North gated portion of the community at the Water Treatment Plant (nearest address is 6237 Camino Del Lago, Rancho Murieta, Sacramento County, California). The work consists of furnishing all material, supplies, equipment, tools, transportation, containments, disposals, and performing all labor and services necessary for, required in connection with or properly incidental to completion of the project to and from this location.



Map to Water Treatment Plant

PHOTOGRAPHS OF PROJECT SITE

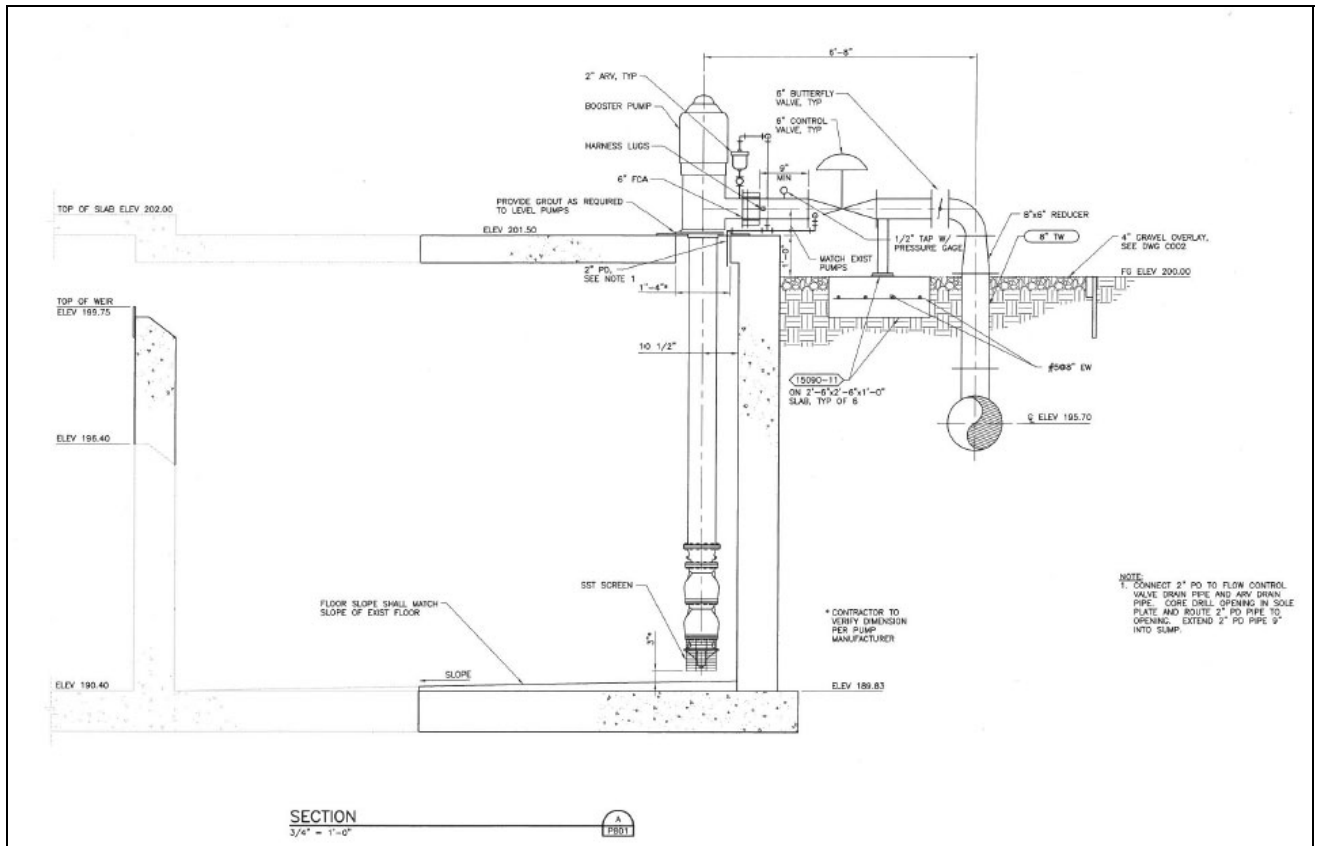


View of access point



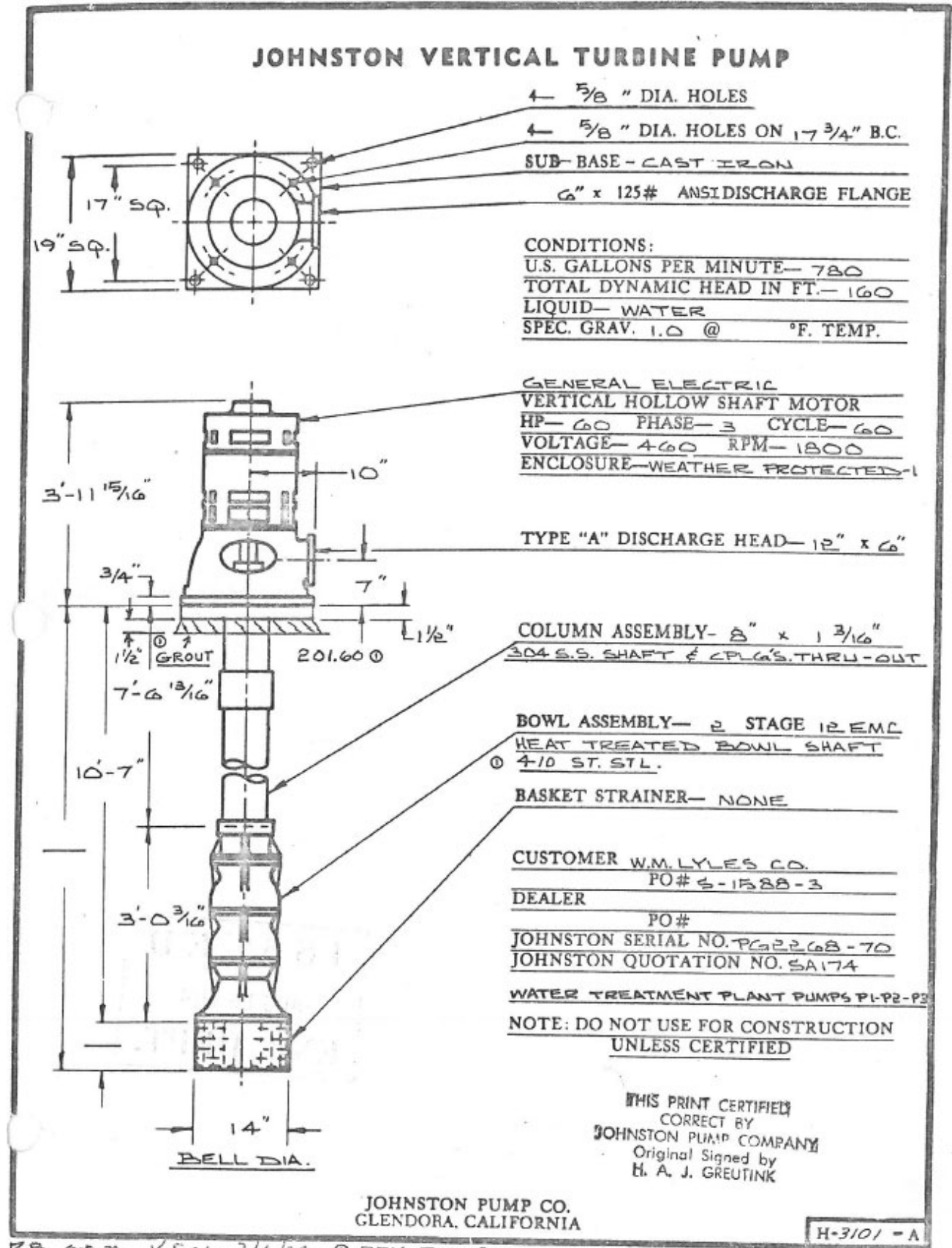
View of a pump when it was last pulled





From Water Plant #1 plan sheet P802 (pump not specifically referenced)

See Attachment #1 - Johnston pump O&M manual. (pg.24 of manual shown below)



SP-4 SCOPE OF WORK

In general, the scope of work shall consist of labor and equipment for disconnection of electrical, removing old pumps to District's bone yard (or may keep them for recycling), installing and testing new pumps and existing motors.

Removal of 3 clear well pumps, 1, 2, & 3 at WTP#1:

- Disconnect motors electrical
- Disconnect motor and set aside on District furnished pallets
- Disconnect pump flange
- Remove pumps to District bone yard located at 15160 Jackson Rd. (or take them away)

- Install new pumps
- Reinstall motors
- Connect electrical
- Connect pumps to motors
- Rotation check
- Amp draw check

New Pumps should be a direct replacement for the old pumps.

The specifications for existing pumps and motors are as follows:

Replacements for Johnston Vertical pump, Stages = 2, RPM = 1800, GPM = 780, TDH = 160.

Pump Bowl and Suction Bell:

1. Provide bowl and suction bell constructed of close-grained cast iron, free from imperfections and accurately machined and fitted.
2. Coat pump bowl water passages with an abrasion-resistant baked enamel, phenolic or epoxy.
3. Provide coating suitable for potable water service, NSF approved.
4. Design to ensure easy removal of bearings and impeller.
5. Furnish suction bell with flared end to reduce entrance losses and with a sufficient number of vanes to support lower guide bearings and weight of impeller and pump shaft when dismantling pump.

E. Bearings:

1. Provide units with sleeve bearings of SAE 600 bronze in each bowl and in suction bell.
 2. In bowl, provide main bronze bearing immediately above impeller and a lower bronze bearing immediately below impeller.
 3. Provide for lubrication of bowl bearings with pumped liquid.
- Ensure bell bearing is permanently packed type with packing to be a nonsoluble grease.
6. Provide SAE 40 bronze collar for bell bearing to prevent abrasives from entering bearing.

F. Column Adapter:

1. Provide cast iron column adapter with two by-pass port openings to drain leakage into sump.
2. Furnish two (2) lip seals below the enclosed line shaft bearing to prevent entrance of liquid and suspended matter.

G. Pump Shaft and Impeller:

1. Provide pump unit shaft constructed of rolled and ground 416 or 410 stainless steel.
2. Furnish enclosed type impellers constructed of bronze and securely attached to impeller shaft.
3. Ensure impeller is accurately fitted and statically and dynamically balanced.
4. Provide bronze replacement wear rings in each bowl to prevent wear on bowls.

H. Discharge Head Assemblies:

1. Design discharge head assembly for 150 psi working pressure and 250 psi test pressure.
2. Provide discharge head for above ground mounting constructed of fabricated steel with integral discharge flange.
3. Construct discharge nozzle with a vertical vane to minimize turbulence.
4. Furnish ASME B16.1, 125/150 LB flange.
5. Mount discharge head on fabricated steel base plate which is of sufficient size to span opening in support structure.
6. Supply base plate with lifting lugs capable of supporting weight of entire unit.
7. Furnish stuffing box constructed of cast iron and containing not less than five rings of graphited asbestos packing. Compress packing around shaft with adjustable gland. Furnish grease fitting to provide additional lubrication to bronze upper shaft bearing. Provide connections for grease inlet and pressure relief. Provide 416 stainless steel shaft at top section of line shaft where it passes through stuffing box. Provide bronze upper shaft bearing directly below stuffing box, in the head, to eliminate any shaft whip which could damage the seal. Hard pipe stuffing box bleed-off to wet pit below pumps.

I. Suction Strainer:

1. Supply basket type strainer constructed of stainless steel with net open area of not less than four times the throat area of the suction bell.
2. Maximum opening shall not be more than 75 percent of the minimum opening of the water passage through the bowls and impellers.

J. Data Plates:

1. Provide stainless steel data plate securely attached to pump.
2. Include manufacturer's name, pump size and type, serial number, speed, impeller diameter, capacity and head rating, and other pertinent data.

SP-5. MEASUREMENT AND PAYMENT

Full compensation for entire pump refurbishment, including pump removal from site with crane, repair, materials, labor, reinstallation etc., shall be included in the contract unit price for the various appropriate bid items and no additional compensation will be made thereof.

Full compensation for removal and disposal of material in connection with project shall be included in the contract unit price for the various items and any applicable additive alternate bid items and no additional compensation will be made thereof.

SP-6. SCHEDULE AND COOPERATION WITH OTHERS

Prior to starting work the Contractor shall coordinate with the Project Manager, or their designee, and provide a schedule and communicate how the Contractor intends to cooperate with the District. As the facility around the project area is in operation, the District will utilize this schedule to accommodate the contractor.

SP-7. METHOD OF FINANCING AND PROGRESS PAYMENTS

Payments will be made within thirty (30) days of invoicing after project completion, as approved by the District. No payments shall be provided prior to completion of work. Certified payroll shall be submitted with invoice to the project manager in a format which contains all the information required pursuant to CA Labor Code Section 1776.

SP-8. TIME OF COMPLETION

The Contractor shall complete all work within 90 calendar days after issuance of a Notice to Proceed from the District.

SP-9. LIQUIDATED DAMAGES

Liquidated damages shall be **One-Hundred Dollars (\$100.00) per day**, each calendar day beyond scheduled completion date.

SP-10. INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at its sole expense, the following:

Fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor, and all subcontractors, as their respective interests may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.

The Contractor will not be required to provide insurance against damage to the project caused by "Acts of God," as defined in California Government Code Section 4150. The Contractor will, however, be responsible for restoring any damage caused by the elements or natural forces that does not fall within the definition of "Act of God," and all applicable insurance required by the Contract shall include coverage for such damage.

The limits of liability of the Contractor's Insurance shall be not less than \$500,000.

SP-11. ACCESS

The District shall provide reasonable access to the contractor during the District's regular work hours which are typically 7am-4pm weekdays. The Contractor will be given access as coordinated with the project manager.

SP-12. WASTE DISPOSAL

The Contractor is responsible for proper waste disposal of project materials. The District will have the first right of refusal of any materials that are removed and not reinstalled in the project. Materials not claimed by the District are the property and responsibility of the contractor. Contractor may keep old pumps or dispose of in District's bone yard.

SP-13. MOBILIZATION

This work shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; and crane or other necessary equipment for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Full compensation for mobilization shall be included in the various items of this project and no additional payment will be made thereof.

SP-14. LAYDOWN AND STORAGE AREA

The District will make available a site within the fenced area of the Water Treatment facility as needed by the Contractor, as long as there is no interfering with the daily operations of the facility. The Contractor shall limit his laydown and storage activities to the area to be designated and shall keep the gate locked at all times during non-construction hours.

SP-15. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply fully, and not perform any work that is not in accordance with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority. If Contractor fails to comply fully, or performs any work contrary to such laws, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

SP-16. RISK OF LOSS

The Project shall be under the Contractor's responsible care and charge until its completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part thereof by causes of any nature whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damage to any portion of the Work or the materials occasioned by any cause per State, County, and District laws, codes, and regulations, and shall bear the entire expense thereof.

SP-17. INDEMNIFICATION

Contractor shall also be responsible for the following:

1. Indemnity as to Liens and Claims

Contractor shall pay promptly, when due, for all labor and materials used in, or specifically fabricated for, the prosecution of the Work. Contractor shall indemnify, protect, defend and save harmless the District and Project Manager (including their officers, agents, members, employees, affiliates and representatives), and each of them ("Indemnitees") of and from, any and all claims, demands, suits, causes of action, liabilities, losses, liens, judgments, damages, costs (including court costs and reasonable attorneys' fees incurred by the Indemnitee) and expenses suffered or incurred as a result of Contractor's failure to pay for labor and/or material used in connection with, or specifically fabricated for, the Work performed by Contractor hereunder. Said indemnity shall survive the termination of the Contract.

2. Indemnity as to Liabilities

Contractor shall indemnify, protect, defend and save harmless each Indemnitee of and from any breach of any representation or warranty of Contractor contained in the Contract. In addition, Contractor shall defend, indemnify and hold each Indemnitee harmless from and against any and all costs, claims, damages (including consequential damages), demands, liens, settlements, losses, actions, legal or administrative proceedings, and liabilities of any kind or

nature whatsoever (including, without limitation, reasonable attorneys' and consultants' fees, laboratory costs and litigation costs) resulting from, but not limited to, (i) property damage or destruction, whether the same be to third persons, an Indemnitee, or Contractor or its personnel; (ii) sickness, disease, death, personal or bodily injury to persons, whether they be third persons, or employees of an Indemnitee, or of Contractor or its personnel; (iii) actual or alleged contamination, pollution, or public or private nuisance, including without limitation, any and all liability relating to the emission, discharge, disposal, management, monitoring, containment, cleanup, handling, storage, treatment, transportation or disposal of lead or any other hazardous waste, substance or material and the cost of any required or necessary repair, cleanup, removal or detoxification; and (iv) actual or alleged violation of law or of orders, regulations, requirements, or demands of governmental agencies, including, but not limited to,* the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), Environmental Protection Agency NESHAPS (40 CFR 61 Subparts A & M), and the laws and regulations set forth in these Special Provisions which in any manner arise out of, or are incident to, or are in connection with, the Work or the Contract except to the extent that such actual or alleged violation arises out of the negligence or willful misconduct of the particular party to be indemnified, in which case Contractor's obligation with respect to such party shall be proportionally reduced to the extent of such party's comparative negligence. The obligations set forth in this Special Provision are subject to any limitations provided at law. Notwithstanding any other provision of the Contract, the indemnification and defense obligations of Contractor under this Special Provision shall survive the termination of the Contract.

It is expressly understood and agreed that Contractor shall, at its own cost, expense and risk, defend any and all suits, actions or proceedings (including formal and informal administrative proceedings) that may be brought against an Indemnitee (with attorneys acceptable to the Indemnitee being defended) by reason of any act or omission against which Contractor has indemnified the Indemnitees. If Contractor shall fail to do so, each Indemnitee shall have the right to defend same and charge all direct and incidental costs of such defense to Contractor, including court costs and actual attorneys' fees and costs. The foregoing obligations shall survive the termination of the Contract.

SP-18. PRE-CONSTRUCTION SUBMITTALS

The Work may not proceed until the complete pre-job submittal package has been reviewed and approved by the Project Manager. The Contractor's package shall be submitted in a project binder to the District's project manager and include the following:

1. Contract Execution Package executed by Contractor, containing:
 - a. Signed Project Agreement
 - b. Performance Bond in a sum not less than 100% of the total contract price.
 - c. Labor and material Payment Bond in a sum not less than 100% of the total contract price.

* Use District Forms Attached.
2. Certificate of Insurance
3. Subcontractor list identifying the type and cost of work.
4. Certification of Subcontractor(s) Insurance.
5. Any required use, building or construction permits by Contractor.
6. Names of supervisory personnel, contact information and their qualifications.

7. Proposed construction schedule.
8. Materials submittals and certificates

TECHNICAL SPECIFICATIONS

1.0 PUMP

The pumps shall be new and an equivalent replacement of existing pumps are Johnston Vertical pump, Stages = 2, RPM = 1800, GPM = 780, TDH = 160.

See Attachment 1 for details.

DISTRICT FORMS

**FO-I
AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, between Rancho Murieta Community Services District, a political subdivision of the State of California, hereinafter referred to as District and _____, hereinafter referred to as "Contractor";

WITNESSETH

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

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

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

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said work, and said District, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder fro said work and awarded to a contract therefore.

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

1. CONTRACT DOCUMENTS: The following documents are by this reference incorporated in and made a part of this Agreement: The Standard Construction Specifications of the Rancho Murieta Community Services District; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

2. SCOPE OF WORK: The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. ____, _____, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement.
All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either workmanship or material be in strict accordance with said plans and specifications.

3. COMPLETION: Said work shall be completed and ready for acceptance within _____ (___) days following the dates for the commencement of the counting of days as calculated pursuant to Section G7-01 BEGINNING OF WORK of the Standard Construction Specifications.
4. PAYMENT: Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal containing, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified.

The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: [*insert total contract amount*]. Said sum shall be paid in accordance with Section G8-07 PROGRESS PAYMENTS and Section G8-09 FINAL ESTIMATE AND PAYMENT of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations.

6. INSURANCE: The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's Compensation and Builders Risk Insurance as required by the Specifications.
7. WORKER'S COMPENSATION CERTIFICATE: By execution of this Agreement, the Contractor certifies as follows:

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

8. PERFORMANCE AND PAYMENT BONDS: The Contractor shall, before beginning said work, file two bonds with the District, each made payable to the Rancho Murieta Community Services District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by Division Three, Part 4, Title 15, Chapter 7, of the Civil Code of the State of California, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alternations made in the specifications which are a part of the Agreement or in any provision of this Agreement shall not operator to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 and 2845 of the Civil Code.

9. INDEMNIFICATION: The Contractor shall defend, indemnify and save harmless the District and the Engineer (including their officers, agents, members, employees, affiliates and representatives) as set forth in Section G6-03 INDEMNIFICATION of the General Specifications.

10. MISCELLANEOUS PROVISIONS: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

All times stated herein or in the contract documents are of the essence hereof.

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

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

IN WITNESS WHEREOF, District and Contractor have caused three (3) identical counterparts of this Agreement, each of which shall for all purposes, be deemed an original thereof, to be executed as of the day and year first above written.

Owner:
Rancho Murieta Community Services District

By: _____
Signature

(Seal)
ATTEST:

Signature

Print Name

Title

Contractor:

Contractor Name

By: _____
Signature

Print Name

Address: _____

(Seal)
ATTEST:

Signature

Print Name

Title

FO-III
FAITHFUL PERFORMANCE BOND

BOND NO.: _____

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the Rancho Murieta Community Services District, hereinafter designated as the "Obligee", has, on _____, awarded to _____ hereinafter designated as the "Principal", a contract for the construction of Contract No. _____.

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 until 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, his/her or 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 alternations made as therein specified, and in all respects according to their true and intent and meaning, and shall indemnify and save harmless, the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay the Obligee such reasonable attorney's fees as shall be fixed by the Court.

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, his/her or 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 work, and resulting from or caused by defective materials or faulty workmanship in 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 time, alternation, or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its alternation, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Section 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 _____, 20____, the name and corporate seal of each corporate

party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

By: _____
Signature for Principal

Title of Signator

(SEAL)

Surety

By: _____
Signature for Surety

Title of Signator

(The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current power of attorney appointing such Attorney-in-Fact. This bond must be submitted in sets of four, each bearing original signatures.)

**FO-IV
PAYMENT BOND**

BOND NO. _____

KNOWN ALL MEN BY THESE PRESENTS, that

WHEREAS, the Rancho Murieta Community Services District, hereinafter designated as the "Obligee", has on _____, awarded to _____, hereinafter designated as "Principal", a contract for the construction of Contract No. _____; and

WHEREAS, said Principal is required to furnish a bond on connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall 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 done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal and _____, as Surety, are held and firmly bound until 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 said Principal, or any of his/her or its subcontractors shall fail to pay any of the persons name in Section 3818 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon the bond, a reasonable attorney's fee to such claimant and to the Obligee as shall be fixed by the Court.

The bond is issued pursuant to Civil Code Sections 3247 and 3252 of the State of California and shall insure to the benefit of any and all persons, companies and corporations name in Section 3181 of said Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change extension of time, alternation or addition to the terms of the contract or to the work to be performed hereunder 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 Section 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 _____, 20____, 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.

(SEAL)

By: _____
Signature for Principal

Title of Signator

(SEAL)

Surety

By: _____
Signature for Surety

Title of Signator

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-in-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current power of attorney appointing such Attorney-in-Fact.)

ATTACHMENT 1

Johnston pump manual