



INVITATION FOR BID
FOR

COOPER AVENUE RELOCATION
MID IFB 2018-17

FOR
THE MERCED IRRIGATION DISTRICT

JANUARY/6/2018

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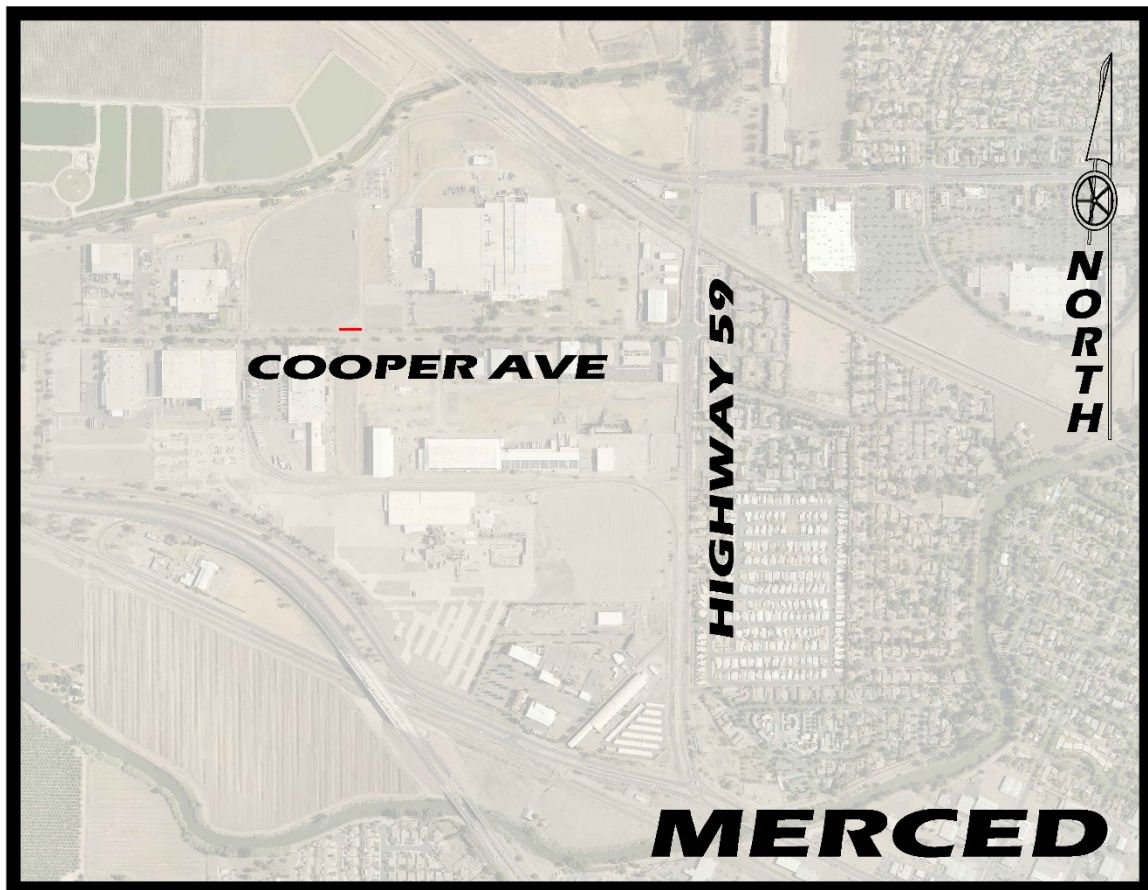
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INVITATION TO BIDDERS

INVITATION TO BIDDERS

MERCED IRRIGATION DISTRICT
MERCED, CALIFORNIA
NOTICE TO CONTRACTORS INVITING BIDS

- 0.1 **Project Title - COOPER AVENUE RELOCATION**
- 0.2 **Project Description -** Excavate in and around existing improvements and install various lengths and sizes of conduit/conduit bends, pull-rope, concrete vaults and associated components for substructure installation (See attached construction drawing). All crossing of foreign underground obstructions (including, but not limited to gas lines, fuel lines, water lines, sewer lines, drain lines, ditches, etc.) to be included in bids. All pads to include protective bollards supplied and installed by Contractor. All substructure materials to meet MID specifications. All substructure to be installed to MID specification. Contractor to repair and restore all property affected by construction activities (All property restoration to meet or exceed Merced County and/or City of Merced Standards).
- 0.3 **Work Location -** The project is located along the north side of Cooper Avenue approximately 2,200 feet west of Highway 59, in The City of Merced, CA.



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- 0.4 **Notice** - Notice is hereby given that sealed bids will be received at the District until **2p.m.**, Local Time, **Wednesday January 30, 2019** at the following address. Bid envelopes must be clearly marked with **project name and solicitation number**. Bids received after that time will be returned unopened without consideration.

Send Bids To:

Merced Irrigation District
744 W. 20th Street
Merced, CA 95340
Attn: Jeff Joyner

- 0.5 **Copies:** All bid documents and plans may be downloaded from the District's website at www.mercedid.org/ by going to the RFP tab to the right and hovering to see the link, "**MID IFB 2018-17 COOPER AVENUE RELOCATION**". The plans and specifications and other documents may also be examined at the District main office addressed above. Additional copies of said plans may be obtained upon payment of a non-refundable fee of \$40.00 per set plus mailing fees, if applicable.
- 0.6 **Pre-Bid Meeting** - A Pre-Bid meeting has not been scheduled.
- 0.7 **Prevailing Wage** - Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, and minimum wage rates to be paid under the contract. **This is a prevailing wage project.** Copies of payroll submittals to Contractor employees shall be submitted to District upon request for progress project payments. The Contractor shall pay not less than the wage rates established by the Director of Industrial Relations, State of California. A copy of this wage scale may also be obtained at the following Web Site: www.dir.ca.gov/dlsr.

The Contractor shall comply with the requirements of the California Labor Code and specific attention is called to Section 1777.5 regarding Apprenticeship Standards. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Section 7000 through 7145, inclusive and as amended to date, of the Business and Professions Code of the State of California.

- 0.8 Registered with DIR – Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, as defined in this chapter, unless currently registered and qualified to perform Public Work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 0.9 **Work Completion** - Work shall be completed by **Sunday, March 17, 2019.**

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- 0.10 **Pre-Construction Meeting** - A mandatory pre-construction meeting with Contractor and MID Inspector will be scheduled prior to any excavation.
- 0.11 **Miscellaneous** - The Contract shall be signed and all bonding/insurance certificates received within 10 days, not including weekends and legal holidays, after receipt of the Notice of Award.

For purposes of having an alternate pool of contractors, no bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

No interpretation or correction of the plans, specifications, or any other pre-bid document will be made orally.

The District reserves the right to select any proposal that in its sole determination best meets the requirements of the District, regardless of bid price, or to reject any and all proposals. Bidders will be notified if additional information from them is requested, if they were not successful, and if they were chosen for one or more sections of the proposed scope of work, if more than one section exists..

For any moneys earned by the Contractor and withheld by the District to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Sections 2230 and 10263 of the Public Contracts Code.

END OF SECTION

SECTION 1 - INSTRUCTIONS TO BIDDERS

SECTION 1 - INSTRUCTION TO BIDDERS

- 1.01 **Contract Documents** - The Contract Documents consist of: the executed contract; the Contract Specifications (Specifications); the Contract Drawings (Drawings or Plans); Standard Specifications, Permits from other agencies as may be required by law, Standard plans or drawings, and reference specifications as specified in the Plans or Specifications.
- 1.02 **Proposal Forms**
- A. The District may consider non-responsive, any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals.
- B. All proposals must be made upon the blank forms contained in Section 3, Bid Proposal, bound herein. All proposals must give the proposed prices, both in writing and figures, and must be signed by the bidder. In case of disagreement between the written prices and the figures, the written prices will be used, and in case of disagreement between the unit prices and the total amounts, the unit prices and corrected totals will be considered as representing the bidder's intentions. All Bid Proposal Documents shall be completed to the satisfaction of the District. Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, their address, and the name of the project for which the bid is submitted.
- 1.03 **Approximate Estimate** - The quantities given in the notice inviting bids and the proposal are approximate only, being as a basis for the comparison of bids, and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.
- 1.04 **Contractor's Responsibility**
- A. It shall be the Contractor's responsibility to become familiar with the project site, and to compare his examination of the site with the Plans and Specifications. The Contractor shall satisfy him/herself as to the nature and extent of the work, and all pertinent conditions under which the work is to be performed. The submission of a bid shall be conclusive evidence that the bidder has satisfied himself through his own investigation as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site; the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials, including groundwater, to be encountered; the character of equipment and facilities needed preliminary to and during prosecution of the work; all the requirements of the Plans and Specifications; and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating proper difficulty or cost of successfully performing the work.

SECTION 1 - INSTRUCTION TO BIDDERS

- B. Contractor shall be held to have visited the site prior to submitting proposal to determine existing conditions, nature of materials to be encountered and to evaluate other information concerning or affecting the work to be performed under the contract.
 - C. No payment shall subsequently be made to the Contractor because of error on his part or of negligence or failure to acquaint himself with the existing conditions, limitations, or features of the site or requirements of the Contract Document; or by reason of any estimates, tests, or representation of any officer, employee or agent of the District.
 - D. The Contractor shall also be responsible for informing the Engineer of any discrepancies or omissions in the Plans or Specifications that would adversely affect the intended outcome of the finished product.
- 1.05 **Addenda and Interpretations** - Every request for interpretation or correction of any ambiguity, inconsistency, or error, should be in writing, addressed to: "**Attention Kevin Malone**", Merced Irrigation District, 744 W. 20th Street, Merced, CA 95340 (209) 354-2818 OR email requests may be sent to KMALONE@MERCEDID.ORG. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method. All addenda shall become a part of the contract documents.
- 1.06 **Rejection of Proposals** - Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, obviously unbalanced prices, erasures or irregularities of any kind. The District reserves the right to reject any and all proposals.
- 1.07 **Bidders Security** - All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: certified check or bidder's bond. Bonds shall be duly executed by a responsible corporate surety, authorized to insure such bonds in the State of California, and secured through an authorized agent with an office in California. The security for each bond (bid bond, performance bond and payment bond) shall be a percentage of the bid amount equal to at least 10% for the bid bond and 100% for the performance and payment bonds. A bid will not be considered unless one of the forms of bidder's security is enclosed with it. The bidder's security shall be attached to the appropriate page in the Contract Documents.
- 1.08 **Designation of Subcontractors and Suppliers** - Any sub-contractors or suppliers doing work shall be designated in the proposal.
- 1.09 **Withdrawal of Proposals**
- A. Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Engineer. The request shall be executed by the bidder or his duly authorized

SECTION 1 - INSTRUCTION TO BIDDERS

- representative. The withdrawal of the bid does not prejudice the right of the bidder to file a new bid.
- B. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.
- 1.10 **Relief of Bidders** - Attention is directed to the provisions of Public Contracts Code Sections 5100 to 5108 inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the District written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.
- 1.11 **Disqualification of Bidders** - More than one proposal from an individual, firm, partnership, corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof has submitted more than one proposal under separate cover, name, or number for the work contemplated in this solicitation may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof has submitted. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected.
- 1.12 **Competency of Bidder** - Before any contract is awarded, the bidder may be required to furnish a complete statement of his financial ability and experience in performing public works projects of the type contemplated herein.
- 1.13 **Power of Attorney** - Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 1.14 **Award of Contract**
- A. The District reserves the right to waive any informalities in the bidding and to reject any and all proposals.
- B. All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.
- C. Bid Evaluations will consist of (but not limited to), criteria such as;
1. Competitive Costing
 2. Ability to Meet the Specification Requirements
 3. Declared Exceptions to the Bid Specifications
 4. Availability to Begin Work
 5. Ability to Complete Project by Deadline of **Sunday, March 17, 2019.**

Note: The Contract will be awarded to the lowest bidder that meets all specified requirements set forth in the Scope of Work, Project Construction Drawings and Invitation for Bid.

SECTION 1 - INSTRUCTION TO BIDDERS

- D. Such award, if made, will be made within 14 calendar days after the opening of proposals or upon Board approval. If the lowest responsible and responsive bidder refuses or fails to execute the Construction Contract, the District may award the contract to the second lowest responsible and responsive bidder. Such award, if made, will be made within 21 days after the opening of proposals. If the second lowest responsible and responsive bidder refuses or fails to execute the contract, the District may award the contract to the third lowest responsible and responsive bidder. Such award, if made, will be made within 28 days after the opening of proposals.
- E. The periods of time specified above, within which the award of contract may be made, shall be subject to extension for much further period as may be agreed upon in writing between the District and the bidder concerned.

1.15 Execution of Contract

- A. The Construction Contract shall be signed by the successful bidder and returned, together with the two (2) bonds (Performance and Payment) and satisfactory evidence of insurance as designated in Section 2 herein, within 10 calendar days , not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded.
- B. Failure to provide contract copies of required documents within the required time period may result in revocation of contract.

1.16 **Notice to Proceed** - The Notice to Proceed will be issued upon receipt of the signed Construction Contract, bonds and evidence of insurance, as required in Section 1.15, herein. The Contractor shall diligently prosecute the contract to completion before the expiration date.

1.17 **Failure to Execute Contract** - Failure of the bidder awarded the contract to execute said contract shall be just cause for the annulment of the award and the forfeiture of the bidder's security. The successful bidder may file with the District a written notice, signed by the bidder or his authorized representative, specifying that the bidder will refuse to execute the contract presented to him. The filing of such notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

1.18 **Return of Bidder's Securities** - Within 10 days after award of the contract to the lowest responsible and responsive bidder, the District will return the bidder's securities (except bidder's bonds) accompanying such of the proposals as are not to be further considered in making the award. Retained bidder's securities will be held until the contract has been finally executed, after which all bidder's securities (except bidder's bonds and any securities which have been forfeited) will be returned to the respective bidders whose proposals they accompany.

SECTION 1 - INSTRUCTION TO BIDDERS

END OF SECTION

SECTION 2 - GENERAL SPECIFICATIONS

SECTION 2 - GENERAL SPECIFICATIONS

2.01 **Definitions** - Whenever used in the Standard Specifications, in these Contract Specifications and Contract Documents or on the Plans, the following terms shall have the primary meaning given herein:

- A. *Board* - Board of Directors of the Merced Irrigation District
- B. *Contract* - The written agreement covering performance of the work including, but not limited to, the formal contract, notice inviting bids, proposal, specifications, bonds, plans/drawings/specifications, supplemental agreements between the Contractor and the District, and approved change orders.
- C. *Contractor*- Winning Bidder and associated sub-contractors.
- D. *Engineer or Chief Engineer* - Engineer of the Merced Irrigation District, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them.
- E. *Design Engineer* - Merced Irrigation District staff engineers.
- F. *District* - Merced Irrigation District or M. I. D.
- G. *Plans* - All plans, maps and other drawings (including standard plans or drawings), together with all printed or written explanatory matter thereof, as listed in these Contract Documents.
- H. *Specifications* - Standard Specifications, reference specifications, Contract Specifications and any specifications in change orders or supplemental agreements between the Contractor and the District. Other terms defined in the Standard Specifications shall have the intent and meaning specified therein.

2.02 **Precedence of Contract Documents** - If there are conflicting requirements in the Contract Documents, the requirement first in precedence shall control. The precedence shall be determined as follows:

- A. First: Plans/Drawings
- B. Second: Contract Specifications

2.03 **Contract Bonds**

- A. The Contractor will be required to execute the Performance and Payment Bonds within ten calendar days from the date when the Notice of Award is mailed to the Contractor. The Performance and Payment Bonds must be in the amount of 100 percent of the Contract price with a corporate surety approved by the District and authorized to do business in the state where the Contract is to be performed. Failure to execute the bonds within the time specified shall allow the District to consider that the bidder has abandoned the Contract, in which case the check or bidder's bond accompanying the proposal shall be the property of the District
- B. The bond covering performance shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract. The bond covering payment shall be conditioned upon the prompt payment

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- by the Contractor to all persons supplying labor and materials to be used in the performance of the Work. Such bond(s) shall also run in favor of any other person or entities required by law and shall be in the form(s) required by applicable statutes, if any, and acceptable to District. Evidence of authority of any attorney, in fact, acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The expense of such bond(s) shall be borne by the Contractor. If at any time a surety on such bond(s) becomes irresponsible or loses its right to do business in the aforementioned State, the District may require another surety, which the Contractor shall furnish within ten calendar days after receipt of written notice to do so.
- C. The performance bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the District
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract, may be made without securing the consent of the surety or sureties of the contract bonds.
- 2.04 **Workers' Compensation Insurance** - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing the performance of the work of this agreement.
- 2.05 **Indemnification** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Merced Irrigation District, its directors, officers, employees, or authorized volunteers, and each of them from and against:
- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Merced Irrigation District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Merced Irrigation District or Contractor, and damages to or destruction of property of any person, including but not limited to, Merced Irrigation District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Merced Irrigation District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of Merced Irrigation District or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on

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- account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- D. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Merced Irrigation District or its directors, officers, employees, or authorized volunteers.
- E. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Merced Irrigation District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
- F. Contractor shall reimburse Merced Irrigation District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- G. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Merced Irrigation District, or its directors, officers, employees, or authorized volunteers.
- 2.06 **Laws, Regulations and Permits** - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify Merced Irrigation District engineer in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Merced Irrigation District engineer, the Contractor shall bear all costs arising therefrom.
- 2.07 **Safety** - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
- A. In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S.

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- Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.
- B. The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Merced Irrigation District and the utility owner if he/she disturbs, disconnects, or damages any utility.
- C. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Merced Irrigation District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Merced Irrigation District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Merced Irrigation District before work begins.
- 2.08 **Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:
- 2.09 **Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

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2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

2.10 **Limits** - The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit (\$5,000,000) or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Merced Irrigation District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.

2.11 **Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Merced Irrigation District, its directors, officers, employees, and authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Merced Irrigation District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Merced Irrigation District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by Merced Irrigation District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Merced Irrigation District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to Merced Irrigation District.

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6. Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
 7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
 8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
 9. All of the insurance shall be provided on policy forms and through companies satisfactory to Merced Irrigation District.
- 2.12 **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by Merced Irrigation District. At the option of Merced Irrigation District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- 2.13 **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Merced Irrigation District.
- 2.14 **Workers' Compensation and Employer's Liability Insurance** - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$2,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

SECTION 2 - GENERAL SPECIFICATIONS

- 2.15 **Responsibility for Work** - Until the completion and final acceptance by Merced Irrigation District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
- A. The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Merced Irrigation District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. Merced Irrigation District, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Merced Irrigation District or be construed as relieving the Contractor or his/her sub-contractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Merced Irrigation District.
- B. The Contractor shall waive all rights of subrogation against Merced Irrigation District, its directors, officers, employees, or authorized volunteers.
- 2.16 **Evidences of Insurance** - Prior to execution of the agreement, the Contractor shall file with Merced Irrigation District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against Merced Irrigation District (if builder's risk insurance is applicable). Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.
- A. The Contractor shall, upon demand of Merced Irrigation District, deliver to Merced Irrigation District such policy or policies of insurance and the receipts for payment of premiums thereon.
- 2.17 **Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Merced Irrigation District (if builder's risk insurance is applicable) to Merced Irrigation District at least ten (10) days prior to the expiration date.
- 2.18 **Sub-Contractors** - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

SECTION 2 - GENERAL SPECIFICATIONS

2.19 **Safety Orders** - The Contractor shall comply with the provisions of Subsections 7-1.09 and 7-1.01E of the Standard Specifications. The Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. He shall further comply with all other applicable safety laws, ordinances and regulations.

2.20 **General Guaranty**

A. Should any of the materials installed pursuant to the Plans, Specifications and Contract Documents, except existing materials or materials furnished by the District, prove defective or should any of the work prove defective due to faulty workmanship, materials furnished or methods of construction within one year from the date of acceptance of the work by the District, the Contractor shall reimburse the District, upon demand, for its expenses incurred in restoring the work to the condition contemplated in said Plans, Specifications and Contract Documents, including the cost of any materials replaced or, upon demand by the District, shall replace any such materials and repair the work completely without cost to the District.

B. The District shall have the unqualified option to make any needed repairs or replacements done by the Contractor. In the event the District elects to have said work performed by the Contractor, the Contractor shall furnish all necessary materials and make the required repairs and installations within a reasonable time after receipt of notice from the District. The District will give notice of observed defects with reasonable promptness. The faithful performance bond required by Section 2 hereof shall remain in full force and effect during the period covered by this guaranty, except that, instead of the faithful performance bond remaining in effect during the guaranty period, the Contractor may provide for this guaranty to be secured by a surety bond in the amount of 10 percent of the contract price or \$5,000.00, whichever is greater. Said surety bond, if furnished, shall be on a form satisfactory to the District, shall be executed by a surety company or companies satisfactory to the District, and shall remain in full force and effect during the period covered by this guaranty. Said bond, if furnished, shall be delivered to the District prior to the date of final acceptance of the work.

2.21 **Measurement and Payment** - Measurement and payment shall be made in one lump sum at the completion of the project unless circumstances deem it necessary to develop a percentage-based milestone payment schedule.

2.22 **Work Not Listed In Proposal** - It is the intent of the Plans, Specifications and Contract Documents to provide for the construction of complete and finished facilities and works of improvement unless otherwise specifically provided. Except for authorized changes, improvements will be made only on the basis of the contract items of work listed in the proposal. All other work, including the furnishing of plant, labor, materials, tools, equipment and incidentals, provided for in the Plans, Specifications and Contract Documents, or required for the proper completion of the work as a whole, for which no

SECTION 2 - GENERAL SPECIFICATIONS

separate payment has been provided shall be a supplementary obligation of the Contractor and payment therefore shall be considered included in the prices paid for the various contract items of work listed in the proposal.

2.23 **Changes In Work** - No payment will be made for any work which has not been approved in writing by the District.

2.24 **Abandonment of Work**

A. Should the Contractor abandon the work called for under the Plans and Specifications and Contract Documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the work in bad faith, the District shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the District may designate, and the owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools or materials as the owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall not have been completed, and to use such material as it may find on the site of said work, and to charge the expense of such labor and materials, implements and tools to the Contractor and the expense so charged shall be due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

B. In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the District on notice to either from the District of the excess so due.

2.25 **Scope of Work**

A. The Contractor shall furnish all labor, equipment, materials, and service necessary to construct the work shown on the drawings and in the manner described in these specifications. All equipment and materials furnished and installed shall be new.

B. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

SECTION 2 - GENERAL SPECIFICATIONS

2.26 Permits

- A. The District will procure City Encroachment Permit. The Contractor shall procure all other permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- B. Permits (other than City Encroachment Permit) required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.

2.27 Order Of Work

- A. Contractor shall submit proposed schedule and order of work for project construction to Engineer for review within five (5) calendar days of the Notice to Proceed.
- B. Contractor shall establish communication with property owners affected by construction and shall cooperate with them to minimize disruption of their operations due to construction.

2.28 Scheduling of Work

A. Beginning Of Work And Time Of Completion

- 1. The Contractor shall begin work on or before the contract starting date, which will be specified in a Notice to Proceed issued by the District, and shall diligently prosecute the same to completion before the time indicated in the Invitation to Bidders Section, Paragraph 0.8, "Work Completion".
- 2. Preconstruction Meeting: A preconstruction meeting will be held at the time and date specified in the Invitation to Bidders Section, Paragraph 0.9, "Pre-Construction Meeting". The purpose will be to issue the Notice to Proceed and to go over the various requirements of the specifications and the Contractor's responsibilities with regard to process control, schedule, submittals, and safety.

B. Liquidated Damages

- 1. It is agreed by the parties to the contract, that time is of the essence and that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the Contract Documents, damage will be sustained by the District, and that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of, and by reason of, such delay; and it is, therefore, agreed that the Contractor will pay to the District the sum of **\$1,000.00 per day** for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any monies due, or that may become due, the Contractor under the contract.

SECTION 2 - GENERAL SPECIFICATIONS

2. It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of days specified, the District shall have the right to increase the number of days, or not, as may seem best to serve the interest of the District, and if the said number of days is increased, the District shall further have the right to charge the Contractor to deduct from the final payment for the work all or any part as the District may deem proper, of the actual cost of engineering, inspection and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimates shall not be included in such charges.
 3. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the contract for the completion of the work caused by acts of God or of the Public enemy, fire, floods, weather conditions that prevent access to the construction sites or conducting a work activity, or freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within 5 days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.
- C. Work By Others - The Contractor will cooperate with others that may have to work within the area. Where such work has been anticipated, allowances have been made in the time of completion. The Contractor shall cooperate with said companies and allow them to complete their work without undue hindrance or hardship.

2.29 Relevant Legal Provisions

- A. Elimination Of Items - In case the total bid price of the project is in excess of the budgeted amount, the District reserves the right to eliminate a certain item or items prior to award of the Contract.
- B. Inspection And Access To Records - The authorized representatives and agents of the District, shall be permitted to inspect all work, materials, payroll, records or personnel, invoices of material, and other relevant data and records.
- C. Legal Relations And Responsibility - Certified payroll records to be submitted within two weeks of District acceptance to final project, or upon request by District. 10% of final payment may be withheld until certified payroll is submitted. For the purpose of maintaining traffic, attention is directed to Subsections: 7-1.08 "Public Convenience," 7-1.09 "Public Safety," 7-1.092 "Lane Closures," 7-1.093 "Portable Delineators," 7-1.095 "Flagging Costs" and these Contract Specifications. The costs of installing any signs, lights, flares, barricades and other facilities necessary under Subsection 7-1.08 "Public Convenience" shall be considered as included in the prices paid for the various contract items of work involved and no separate payment will be made therefore. In addition, all flagging costs shall be considered included in the prices paid for the various contract items of work involved and no separate payment will be made therefore. Any road closure, if allowed, must be approved by the governing agency at

SECTION 2 - GENERAL SPECIFICATIONS

least one (1) week prior to the actual closure. Any road closure will be conditioned by the governing agency and all costs necessary to maintain any road closure, including required signing and flagging, shall be at the Contractor's expense. The costs of Traffic Control as per Subsections 7-1.09 "Public Safety," 7-1.092 "Lane Closure" and 7-1.093 "Portable Delineators" shall be considered as included in the prices paid for the various contract items of work involved and no separate payment will be made therefore. Provisions of Subsections 7-1.165 "Damage by Storm, Flood, Tidal Wave or Earthquake" shall not apply to this project.

2.30 **Plans** - The following drawings, including standard drawings, are referred to in these Contract Specifications and Contract as the Plans or Drawings. Said Plans are attached hereto and are an integral part of the Contract.

A. Interpretation of Plans and Specifications

1. It is the intent of these Plans and Specifications that the work performed under the contract shall result in a complete operating system in satisfactory working condition in respect to the functional purposes of the installations. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and doing all work necessary to complete the finished product as provided in the Plans and these Specifications.
2. The Plans and Specifications are intended to be explanatory of each other. Any work shown on the Plans and not in the Specifications or vice versa, is to be executed as if indicated in both. All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions are in all cases to be followed, though they differ from scaled measurements.
3. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Contract Specifications and Plans, the Contractor shall apply in writing to the Project Engineer for further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent of the original Specification

B. Supplemental Drawings

1. In addition to the drawings incorporated in the contract at the time of signing, the Engineer may furnish such supplemental drawings from time to time as may be necessary to clear, or to define in greater detail, the intent of the Plans and Specifications.
2. In furnishing such additional drawings and/or instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work, and the Contractor shall have no basis for extra work claims. These supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make his work conform to them.

SECTION 2 - GENERAL SPECIFICATIONS

- 2.31 **Special Requirements** - Contractor to possess "A - General Engineering Contractor" certification as shown in Division 3, Chapter 9, Contractors-Article 4 in the California Business and Professions Code.

END OF SECTION

SECTION 3 - BID PROPOSAL

**BID PROPOSAL
FOR
COOPER AVENUE RELOCATION
MID IFB 2018-17**

BID PRICE \$ _____
(Bid price shall be in accordance with attached MID Specifications and Drawings)

\$ _____
Written Bid Price

COMPLETION DATE _____
(Liquidated Damages will be Assessed Based on This Date)

In accordance with the "Invitation to Bidders", the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans and specifications, read the accompanying instructions to bidders, the contract forms, the bond forms, and agrees that if his proposal is accepted he will contract, on the required form, with the District to, at his own cost, do all of the work and furnish all of the equipment, materials, and labor necessary to complete the work in the manner and in the time described in the plans and specifications and agrees to provide all bonds and insurance certificates and to fulfill all requirements of the contract for the following prices.

The lump sum price paid shall include full compensation for mobilization and setting up of equipment and personnel at the worksites, cleaning up, and removing all equipment from the worksites upon completion of the project.

The lump sum price paid shall include full compensation for all operations required for construction of the specified appurtenances, including but not limited to demolition, clearing and grubbing, excavation, installation of materials, equipment, trenching, conduit installation, backfill, compaction, testing and all other work, tool, equipment and materials necessary to complete the electrical installation as specified and shown on the plans. It is the Contractor's responsibility to estimate the amount of work required to complete the project.

The lump sum price paid for scope items shall include full compensation for furnishing all materials, equipment, tools and labor necessary to install the specified appurtenances, as specified and shown on the project plans.

SIGNATURE
(Required)

Signature Date

Print

Title

Company

LIST OF SUBCONTRACTORS AND MATERIAL DEALERS

"The bidder shall set forth the name and the location of the place of business of each sub-contractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a sub-contractor licensed by the prime Contractor, specifically fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans or specifications, in an amount in excess of 1/2 of 1 percent of the prime Contractor's total bid.

There shall also be set forth below the portion of the work, which will be done by each sub-contractor. The bidder shall list only one sub-contractor for each such portion as is defined in the bid. If the bidder fails to specify a sub-contractor or if more than one sub-contractor is specified for the same portion of the work to be performed under the contract in excess of 1/2 of 1 percent of the bid, the bidder agrees that he is fully qualified to perform that portion himself, and he shall perform that portion himself. Any subcontract or changes of sub-contractors are subject to the "Subletting and Subcontracting Fair Practices Act.

Furthermore, any supplier providing specified materials, equipment or products shall be listed below."

WORK	SUBCONTRACTOR	ADDRESS

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Description of Contract:

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Dated: _____

(Contractor)

By: _____

(Official Title)

(Seal)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing any work under this contract.)

CERTIFICATION OF LIQUIDATED DAMAGES

The undersigned agrees, if this bid is accepted, to commence said work and prosecute the project to completion within the time limits prescribed in the Specifications and Contract Documents; and further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day of delay in completing said work or any portion thereof in excess of said time limits and any authorized time extensions.

Signature

Date

EXCEPTIONS LIST

If any respondent to this Bid Invitation takes exception to any portion of this solicitation, including the Contract Terms & Conditions* and Specifications, the respondent must list below any exceptions taken and recommend any alternatives. The Merced Irrigation District expressly reserves the right to accept or reject any exceptions taken or alternatives specified by the respondent. This sheet must be signed below and included with your response. Use additional sheets if required.

*PLEASE NOTE - If the Respondent does not indicate that they take exceptions to ANY PORTION of this solicitation, including the draft Terms and Conditions, they waive any right to take exceptions following award.

Exceptions Taken? Yes _____ No _____

List Exceptions:

Bidding Firm Name: _____ Date _____

Bidding Firm Representative: _____
Print and Sign Name

END OF SECTION

APPENDIX A - SAMPLE FORMS

BID BOND

We, _____, as Principal,

and _____, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Merced Irrigation District(herein called District) for payment of the penal sum of

_____ Dollars
(\$_____),

lawful money of the United States. Principal has submitted the accompanying bid for the construction of the project. If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the District, at the price designated by his bid, and files two bonds with the District, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the District, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the District from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred with or without suit.

Executed on _____, 20_____

PRINCIPAL

(Seal if Corporation)

By: _____
Title: _____

(signature must be notarized)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of
_____ process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PERFORMANCE BOND

We, _____, as Principal,

and _____, as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Merced Irrigation District (herein called District) for payment of the penal sum of

_____ Dollars (\$ _____),

lawful money of the United States. Principal has submitted the accompanying bid for the construction of

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the District, the Engineer/Architect, the District's Representative, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any wise affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the District is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Executed in four original counterparts on

_____, 20 _____

PRINCIPAL

(Seal if Corporation)

By: _____

Title: _____

(signature must be notarized)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of

_____ process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

Juan Sandoval,
Interim Deputy General Manager- Energy Resources

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND

We, _____, as Principal,
and _____, as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein,
to the Merced Irrigation District (herein called District) for payment of the penal sum of

_____ Dollars (\$ _____),
lawful money of the United States. Principal has submitted the accompanying bid for the construction of

If Principal or any of his sub-contractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

The bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any wise affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should District become a party to any action on this bond that, each will also pay District's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in four original counterparts on

_____, 20 _____

PRINCIPAL

(Seal if Corporation)

By: _____

Title: _____

(signature must be notarized)

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By: _____

(Attorney-in-Fact)

APPROVED:

Juan Sandoval,
Interim Deputy General Manager- Energy Resources

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

NOTICE OF AWARD

Project: _____

To: _____

The Owner represented by the undersigned has considered the proposal submitted by you for the above-described work in response to your bid for the _____ on _____, 20____.

If you fail to execute said contract and to furnish bonds and certificates within 10 calendar days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____ 20_____.

MERCED IRRIGATION DISTRICT
Owner:

By: _____
Kevin Malone
Energy Resources Planner

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20_____.

By: _____
(Signature)

By: _____
(Print Name)

NOTICE TO PROCEED

Project: **COOPER AVENUE RELOCATION**

To:

You are hereby given Notice to Proceed with the construction of this project. This notice given this ____ day of _____, 20____ begins the first day of the construction period for this project, and unless amended as provided for in the specifications, work shall be completed within forty five (45) days after the date of this Notice to Proceed is executed.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of \$1,000.00 per day in conformance with the specifications.

By:

Juan Sandoval

Title:

Interim Deputy General Manager- Energy
Resources

Date:

CONTRACT

This agreement, made and concluded this _____ day of _____, 20____, between the Merced Irrigation District (District), party of the first part, and _____, CONTRACTOR, party of the second part.

Article I. Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds bearing even date with these presents, and hereunto annexed, said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work, and furnish all the materials except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to complete in a good, workmanlike and substantial manner the **COOPER AVENUE RELOCATION** for the party of the first part, in accordance with the contract documents, specifications, plans, and per District specifications and regulations and Merced County specifications and regulations therefore which are hereby made a part hereof.

Article II. And the said CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the party of the first part, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and requirements of the Engineer under them to wit:

BID ITEMS

BASE BID (everything included in the Contract Documents)

COOPER AVENUE RELOCATION:

FOR THE SUM OF:

_____ **DOLLARS**
(\$ _____)

Article III. The said party of the first part hereby promises and agrees with the said CONTRACTOR to employ, and does hereby employ the said CONTRACTOR, to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

Article IV. Construction of this project to begin upon the receipt of a "Notice to Proceed", and unless amended by Merced Irrigation District.

Work required beyond the established date of completion for this project will be assessed liquidated damages at the rate of \$1,000 per day.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. By signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-Contractor will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Article VII. Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with local, state and federal regulations and statues including the Cal/OSHA requirements.

In Witness Whereof, the parties to these presents have hereunto set their hands the year and date first above written.

MERCED IRRIGATION DISTRICT:

CONTRACTOR:

By: _____

By: _____

Juan Sandoval

Title: Interim Deputy General Manager-
Energy Resources

Title: _____

Date: _____

Date: _____

END OF PACKET