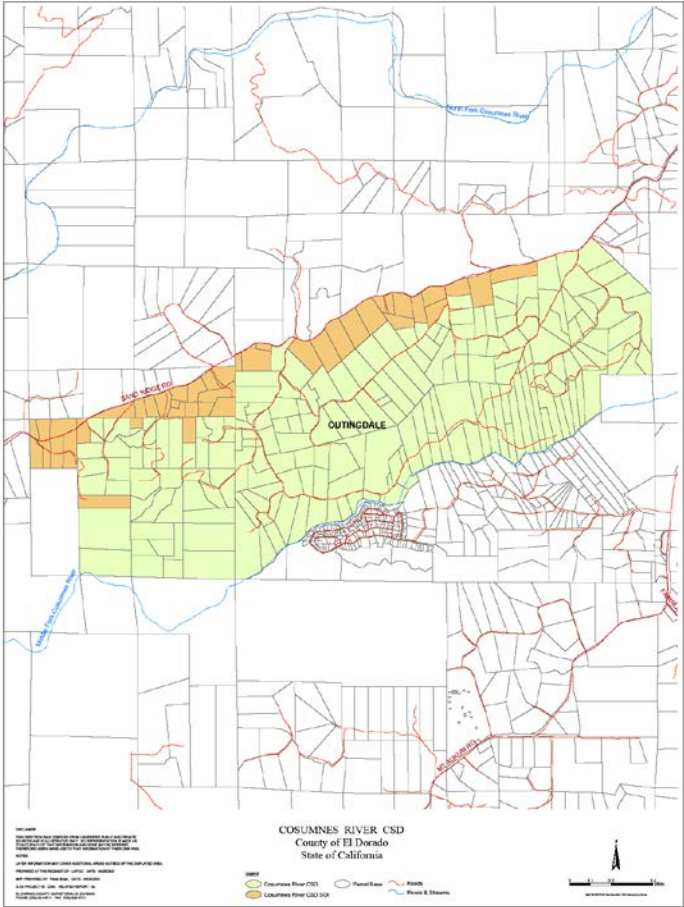


COSUMNES RIVER COMMUNITY SERVICES DISTRICT

CONTRACT DOCUMENTS

INCLUDING
NOTICE TO BIDDERS,
PROPOSAL, AND AGREEMENT FOR CONSTRUCTION SERVICES
FOR

CRCSD 2021 ROADWAY MAINTENANCE



At Various Locations within the District near Somerset, California

Contract No. 2021-01
March 6, 2021

BID OPENING DATE: April 23, 2021

COSUMNES RIVER COMMUNITY SERVICES DISTRICT

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the Cosumnes River Community Services District (CRCSD) that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

CRCSD 2021 ROADWAY MAINTENANCE CONTRACT NO. 2021-01

will be received by the Road and Safety Officer at the CRCSD park located at the middle fork of the Cosumnes River on Morning Canyon Drive between 4:45 p.m. and 5:00 p.m. on April 23, 2021. All bids must be received no later than 5:00 p.m. on April 23, 2021, at which time bids will be publicly opened and read by the Road and Safety Officer.

No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the Cosumnes River Community Services District. The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety. All bids must be clearly marked on the envelope:

PROPOSAL FOR CRCSD 2021 ROADWAY MAINTENANCE CONTRACT NO. 2021-01

TO BE OPENED AT 5:00 P.M., FRIDAY, APRIL 23, 2021

LOCATION/DESCRIPTION OF THE WORK: The Project is located near the Somerset area of El Dorado County, California. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

Gravel road and pothole repair, and installation of new chip seal. Other items or details not mentioned above, that are required by the Contract Documents shall be performed, constructed or installed.

Bids are required for the entire Work described herein.

The contract time shall be fifteen (15) calendar days.

For bonding purposes the anticipated project cost is less than \$60,000.00.

PRE-BID MEETING: No pre-bid meeting will be held for this Project. Prospective bidders are encouraged to visit the work locations described in the scope of work prior to preparing bids. Any questions regarding the Project shall be directed to John Kahling, Road and Safety Officer, at (530) 957-3711.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The Contract Documents may be examined or downloaded online at <http://www.cosumnesrivercsd.org>. Hard copies of the Contract Documents may be purchased via U.S. Mail from the CRCSD by sending request and pre-payment to CRCSD, P.O. Box 133, Somerset, CA, 95684-0133. The purchase price of each set of Contract Documents is \$20.00 and is not refundable.

CONTRACTORS LICENSE CLASSIFICATION: Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code section 7000 et seq.) and shall possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time the Contract is awarded, and shall maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing for an award of the Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security.

BUSINESS LICENSE: The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS: Each Proposal shall have listed therein the name and address of each subcontractor, including the percentage of each item the subcontractor will work on, to whom the bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of one percent of its total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized

substitutions. Forms for listing subcontractors who will work on this Project as well as subcontractors who have submitted quotes or bids, but were not selected to work on this Project are included in the Proposal section of these Contract Documents.

NONDISCRIMINATION: Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)**

Attention is further directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

The CRCSD hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for the award.

PREVAILING WAGE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates.

Interested parties can obtain the current wage information by referring to the website at <http://www.dir.ca.gov>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

BID SECURITY: A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn to the order of the CRCSD or a Bidder's Bond executed by a surety satisfactory to the CRCSD **on the form provided in the Proposal section of these Contract Documents.**

AWARD OF CONTRACT: Bids will be considered for award by the CRCSD. The CRCSD reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the CRCSD. As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the CRCSD. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bidder's security. Award will then be made to the next lowest responsible Bidder.

The low bidder will be determined by evaluating all bids based on the lowest total bid for both the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B). At the time of award, the CRCSD will determine whether to (1) award the Base Bid (Schedule A) only to the lowest responsive, responsible bidder, or to (2) award both the Base Bid (Schedule A) and the Additive Alternate (Schedule B) work to the lowest responsive, responsible bidder, or to (3) reject all bids.

PROJECT ADMINISTRATION: All communications relative to the Project or the Contract Documents shall be directed to John Kahling, Road and Safety Officer, Cosumnes River Community Services District, telephone: (530) 957-3711.

BY ORDER OF the Board of Directors of the Cosumnes River Community Services District, County of El Dorado, State of California.

Executed by the Board of Directors on March 6, 2021, at Somerset, California.

By _____
John Kahling, Road and Safety Officer

COSUMNES RIVER COMMUNITY SERVICES DISTRICT

AGREEMENT FOR CONSTRUCTION SERVICES CONTRACT NO. 2021-01

THIS AGREEMENT made and entered into by and between the Cosumnes River Community Services District, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as “District”), and (business name) _____, a duly qualified (business type) _____ to conduct business in the State of California, whose principal place of business is (business address) _____ (hereinafter referred to as “Contractor”);

RECITALS

That for and in consideration of the mutual promises, covenants, agreements and conditions herein contained, the parties hereto agree with each other as follows:

1. Contract Documents

The complete Agreement (hereinafter “Agreement”) between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement including any Exhibits hereto, and any amendments thereto in accordance with the provisions herein; (b) an executed Subcontractors Listing Form, if applicable; (c) executed Certificate of Insurance forms; (d) an executed California Form 590; (e) an executed Department of the Treasury Internal Revenue Service Form W-9; (f) all executed Change Orders; (g) the Notice to Bidders; and (h) the Bid Proposal. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

In the event of any conflict between or among the terms and conditions of this Agreement and documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the order of priority identified above, beginning with (a) and ending with (h).

2. The Work

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner, furnished and installed, and complete and ready for use the Work described in Exhibit A, “Scope of Work,” and all other work as called for, and in the manner designated in, and in strict conformance with the Contract Documents adopted by CRCSD as prepared by the Contract Administrator or Project Manager, which includes the terms Engineer. The Work shall be performed in accordance with all terms and conditions of the Contract Documents.

And all other work as called for, and in the manner designated in, and in strict conformance with the Contract Documents adopted by District as prepared by the Contract Administrator or Project Manager, which includes, but is not limited to, the terms Engineer and Architect. The Work shall be performed in accordance with all of the terms and conditions of the Contract Documents.

3. Location of Work

Said Work is to be performed at various locations within the CRCSD boundaries as identified in Exhibit A, "Scope of Work," and at locations directed by the District.

4. Contract Price

As compensation agreed upon for the Work described in section 2 above, and as compensation for all other requirements of this contract, including but not limited to bonds and insurance, CRCSD shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit B.

The quantities given in the Proposal and Contract are approximate only, being given as a basis for the comparison of bids. The CRCSD does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and 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 CRCSD. Thus, payment will be made for the quantities actually constructed as measured and determined by the CRCSD, not necessarily for the quantities listed in the Proposal and Contract.

5. Time of Completion

Time is of the essence. The Work under this Agreement shall be completed within 30 calendar days from the date specified in the official Notice to Proceed with the Work, unless an extension of time or suspension of Work is authorized by District in writing in accordance with a Contract Change Order.

It is agreed by the parties to this Agreement that in case all the Work called for under this Agreement in all parts and requirements is not finished or completed within the number of calendar days as set forth above, damage will be sustained by District, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which District will sustain in the event of and by reason of the delay; and it is therefore agreed that Contractor will pay to District the sum of \$150.00 per calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein; and Contractor agrees to pay the liquidated damages herein provided for, and further agrees that District may deduct the amount thereof from any moneys due or that may become due Contractor under this Agreement.

6. Payment

Payment shall be made to Contractor as follows:

ONE LUMP SUM UPON COMPLETION AND ACCEPTANCE OF PROJECT

Retention of 5% of the total Contract Price will be held at the option of District. Payment by District as herein provided shall not be construed as an absolute acceptance of defects in the Work or improper materials.

District shall promptly pay Contractor in accordance with Public Contract Code section 20104.50.

7. Performance Bond

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by District.

8. Payment Bond

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by District.

9. Notification of Surety Company

The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and shall waive the right of special notification of any change or modifications of this Agreement or extension of time, or of decreased or increased work, or of the cancellation of this Agreement, or of any other act or acts by District or its authorized agents, under the terms of this Agreement; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Agreement.

10. Payment of Prevailing Wages

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is available through the California Department of Industrial Relation and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

12. Registration of Contractors

No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

13. Records Examination and Audit Requirements

Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the various aspects of this Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for four (4) years from the date that final payment by District and all other pending matters are closed. Representatives of District, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to this Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

14. Payment of all Federal, State, or City Taxes

Any federal, state, or city tax payable on the articles furnished by Contractor under this Agreement shall be included in the Contract Price and paid by Contractor.

15. Compliance with all Applicable Laws

Contractor shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules, and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in the

Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes, laws, and regulations.

16. Nondiscrimination

- A. District may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

17. Reporting Accidents

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

18. Workers' Compensation

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed: _____ Dated: _____

19. Deviation from Plans and Specifications

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approval of District.

20. Unity of Plans and Specifications

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

21. Relocation of Utilities

As required by Section 4215 of the California Government Code, District will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown in the plans and specifications, and District shall compensate Contractor for the costs of locating and repairing damage to such facilities not due to the failure of Contractor to exercise reasonable care.

Nothing herein shall be deemed to require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

If Contractor, while performing the Work under this Agreement, discovers utility facilities not identified in the Contract Documents, including the plans or specifications, Contractor shall immediately notify the Contract Administrator or Project Manager. District shall not be liable for Contractor's performance of unauthorized work.

22. Notice of Discovery of Hazardous Waste or Unusual Conditions

A. Contractor shall promptly, and before the following conditions are disturbed, notify District in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:

1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Agreement.

B. District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and this Agreement will be modified by a Change Order. District will notify Contractor of District's determination as to whether or not an adjustment of this Agreement is warranted.

C. In the event a dispute arises between District and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under

this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and District.

23. Subcontracting

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding subcontracting shall apply to this Agreement, and Contractor represents that it will comply with all provisions therein. For the purposes of this Agreement, no subcontractors are authorized to perform any portion of the Work.

24. Additional Work

District reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Road and Safety Officer to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a written Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Road and Safety Officer.

25. Termination by District for Convenience

District reserves the right to terminate this Agreement at any time upon determination by District's representative that termination of this Agreement is in the best interest of District. District shall issue Contractor a written notice specifying that this Agreement is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under this Agreement except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by District, and (6) clean up of the site.

If this Agreement is terminated for District's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of District, become its property. Contractor shall be paid an amount which reflects costs incurred for satisfactory work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by District, and without profit, for all work performed to secure the Project for termination.

26. Termination by District for Cause

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of District's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then District may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method District may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies District may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure District's interest, or, if Contractor is not carrying out the intent of this Agreement, an Inspector's written notice may be served upon Contractor demanding satisfactory compliance with this Agreement. If Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, District may exclude it from the premises and take possession of all material and equipment, and complete the Work by District's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by District, said termination shall not affect any right of District against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by District due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under this Agreement are insufficient for completion, Contractor shall pay to District within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and may be deducted from any money due or becoming due from District. The provisions of this Article shall be in addition to all other rights and remedies available to District under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. This Agreement shall be equitably adjusted to compensate for such termination.

27. Successors and Assigns

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.

28. Assignment of Contract

Neither this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of District. District may assign this Agreement to a lender, or any third party that assumes the obligations of District hereunder.

29. Amendments

This Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

30. Separate Contracts

District reserves the right to let other contracts in connection with the Work. Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of its work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

31. Indemnity

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold District and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of

any person, including but not limited to, workers and the public, or on account of injuries to or death of District employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of District, Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of District, its officers, directors, and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless District specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

32. Insurance

GENERAL INSURANCE REQUIREMENTS: Contractor shall provide proof of a policy of insurance satisfactory to District and documentation evidencing that Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

Or if California nonresident, replace the section above with the following:

1. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Contractor in performance of this Agreement.
4. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to District as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to District, or be provided through partial or total self-insurance likewise acceptable to the District.
2. The District, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that District is named additional insured shall be

made by providing District with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming District as additional insured.

3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
4. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the District as additional insureds on each subcontractor's general and excess liability insurance policies. Upon request by District Contractor shall furnish proof of coverage satisfactory to District as evidence that the subcontractor insurance required herein is being maintained.

INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon prior written notice to CRCSD, P.O. Box 133, Somerset, CA 95684.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, District may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of District.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by District as essential for protection of District.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect the coverage provided to District, its officers, officials, employees or volunteers.

PRIMARY COVERAGE: Contractor's insurance coverage shall be primary insurance as respects District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against District, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

33. Independent Contractor/Liability

Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. District shall have no right of control over the manner in which work is done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

34. Interest of Public Official

No official or employee of District who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of District have any interest, direct or indirect, in this Agreement or the proceeds thereof.

35. Interest of Contractor

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

36. Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any District employee(s) that would constitute a conflict of interest with provision or services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. District represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notices as detailed in Article 26, Termination by District for Cause, hereto.

37. Licenses

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a license as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

38. Business License

El Dorado County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

39. Cleaning Up

Contractor shall not allow the site of the Work to become littered with trash, rubbish, or waste material, but shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each work day, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish and waste materials off site at no additional cost to District.

40. Access to the Work

District, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work.

41. Acceptance of Work

The Work will be accepted by District in writing in the form of a Notice of Acceptance signed by the Road and Safety Officer when the whole shall have been completed satisfactorily, as determined by District or its duly authorized representative. Acceptance of the Work shall not constitute an acceptance of latent defects nor relieve Contractor of responsibility for any act or omission which is a violation of this Agreement. District will release retention withheld, if any, thirty-five (35) days after the Notice of Acceptance is recorded.

42. Resolution of Claims

Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Contractor's attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within 45 days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within 60 days of the public entity's written response and to pay interest at the rate of 7 percent per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other Contract Documents are in addition to the procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

43. Environmental and Toxic Warranty

Contractor warrants that its operations concerning the Project are not and will not be in violation of any applicable federal, state, or local environmental statute, law, or regulation dealing with hazardous materials substances or toxic substances.

44. Guarantee

Final Guarantee: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects at no cost to District. District will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, District may do so and charge Contractor the cost thereby incurred.

Extended Guarantees: If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

Warranty: Contractor warrants to District that materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by this Agreement, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

If within one (1) year from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instruction, correct such defective work. If work is rejected by District, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, District may at its option have the work corrected by such other means as District deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of this Agreement.

45. Notice

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to District shall be in duplicate and shall be delivered to it as follows:

To District:

CRCSD
Attention: John Kahling
P.O. Box 133
Somerset, CA 95684

With a Copy To:

CRCSD
Attention: Dave Boucke
P.O. Box 133
Somerset, CA 95684

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

(Contractor name)_____

(attention:)_____

(contractor address)_____

(city, state, zip)_____

Either party may change its address for notices or for its principal place of business by giving written notice pursuant to this Article.

46. Drug-Free Workplace

Contractor shall comply with Government Code section 8355.

47. California Residency (Form 590)

All independent Contractors providing services to District must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of an Agreement or District shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any Agreement/Contract exceeding \$1,500.00.

Or if Contractor is not a California resident, replace the Article above with the following:

48. Nonresident Withholding

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or District shall withhold seven percent (7%) of each payment made to Contractor during the term of this Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold District harmless in any action taken by the California Franchise Tax Board.

49. District Payee Data Record Form

All independent contractors or corporations providing services to District who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with District.

50. Taxes

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to District. Contractor agrees that it shall not default on any obligations to District during the term of this Agreement.

51. Venue

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado.

52. Contract Administrator

The District Officer with responsibility for administering this Agreement is John Kahling, Road and Safety Officer, or successor.

53. Authorized Signatures

The parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

54. Partial Invalidity

If any provision, sentence, or word of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, sentences, and words will continue in full force and effect without being impaired or invalidated in any way.

55. No Third Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

56. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

57. Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

COSUMNES RIVER COMMUNITY SERVICES DISTRICT

By: _____

Dated: _____

John Kahling
Member, CRCSD Board of Directors
Road and Safety Officer

(Contractor's name) _____

By: _____

Dated: _____

(name)
(title)

COSUMNES RIVER COMMUNITY SERVICES DISTRICT

Exhibit A to Agreement for Construction Services

Contract No. 2021-01

Scope Of Work

Item 1: Recondition Gravel Road

Within limits marked by CRCSD, Contractor shall recondition gravel roads to repair washboarding, rilling, and/or potholes. In general, Contractor shall perform the following steps to recondition gravel roads:

- Scarify/rip existing surface to a depth of 3 inches below original ground.
 - In areas where deep rilling or potholing has occurred, use a backhoe or other means to remove existing material down the bottom of the rills or potholes. Once the material is removed, water and compact subgrade, and then replace removed material, using watered and compacted lifts of appropriate thickness.
- Grade scarified area to a smooth surface with a blade/grader.
- Water and compact the graded area with a flat drum roller.
- Place class 2 aggregate base over reconditioned area. Water and compact to 95% relative compaction as determined by CRCSD. Minimum compacted thickness of class 2 aggregate base = 3 inches. Final surface shall be graded such that water sheets off roadway.

Location of work is as follows:

- a) Starburst Lane – From Morning Canyon down to 3866 Starburst (~ 4,200 ft²)
- b) Freedom Road – From 3540 Freedom to intersection with Freedom Court (~ 12,600 ft²)
- c) Freedom Court – Approximately 300 LF near 6020 Freedom Court (marked in field) (~ 3,150 ft²)
- d) Elderberry Road encroachment at Sandridge Road (~ 250 ft²)

The contract unit price paid for recondition gravel road shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in reconditioning gravel roads as directed by CRCSD and as specified herein.

Item 2: Double Chip Seal over Aggregate Base (Freedom, Starburst)

At locations described below and where marked by CRCSD, Contractor shall place double chip seal over aggregate base. In general, Contractor shall perform the following when placing double chip seal over aggregate base:

- Prepare roadway in accordance with “Recondition Gravel Road” elsewhere in this Scope of Work. Minimum finished, compacted thickness of new AB shall be 3 inches. **Payment for complying with the scope of “Recondition Gravel Road” is made under the “Recondition Gravel Road” pay item.**
- Place first application of emulsion. Emulsion shall be type CRS2 and shall be between 130 degrees and 180 degrees at time of application. Application rate shall between 0.30 and 0.35 gallons per square yard.

- Place first application of chip. Chip shall be 3/8" x No. 6 and shall be spread at a rate of 22 to 25 pounds pre square yard. Compaction shall be at least 3 passes with a pneumatic rubber tired roller **only**. Use of any other type of compaction equipment is prohibited.
- Place second application of emulsion. Emulsion type, application temperature, and application rate shall be the same as the first application.
- Place second application of chip. Chip for second application shall be 5/16 x no. 8 and shall be spread at a rate of 20 – 25 pounds per square yard. Compaction shall be at least 3 passes with a pneumatic rubber tired roller **only**. Use of any other type of compaction equipment is prohibited.
- Within seven days of placement of chip seal, Contractor shall use a power broom to sweep loose chip from the roadway.

Location of work is as follows:

- a) Starburst Lane – From Morning Canyon down to 3866 Starburst (~ 4,200 ft²)
- b) Freedom Road – From 3540 Freedom to intersection with Freedom Court (~ 12,650 ft²)

The contract unit price paid for double chip seal over aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing a double chip seal over aggregate base as directed by CRCSD and as specified herein.

Item 3: Repair Road Section

Within limits marked by CRCSD on Freedom Road (~1,200 ft²), Contractor shall remove failed material and repair the road section. In general, Contractor shall perform the following steps to repair road section:

- Clear and grub all vegetation between hinge points along road.
- Remove existing roadway to a depth of 6 inches or as determined by CRCSD.
- Install 4" deep permeable section comprised of 3/4" clean crushed aggregate, lightly compacted and fully wrapped in filter fabric.
- Place class 2 aggregate base over permeable section. Water and compact to 95% relative compaction as determined by CRCSD. Minimum compacted thickness of class 2 aggregate base = 3 inches. Final surface shall be graded such that water sheets off roadway.

The contract unit price paid for repair road section shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in repairing road section as directed by CRCSD and as specified herein.

Item 4: Clean Out Culvert

At locations described below, the Contractor shall remove all material from inside existing culverts and grade inlet areas to drain to existing culvert. In general, Contractor shall perform the following steps to clean out culvert:

- Remove and dispose of all material inside of culvert via water blasting, vactoring, or other means.
- Remove and dispose of material and grade and compact area on inlet side of cleaned culvert so as to provide positive drainage to flow line of cleaned culvert.
- Remove and dispose of material and grade and compact area on outlet side of cleaned culvert so as to provide positive drainage to adjacent ditch or waterway.

Location of work is as follows:

- a) 3271 Cutaway Lane
- b) 3851 Starburst Lane

c) 3600 Freedom Road

The contract unit price paid for clean out culvert shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning out culverts as directed by CRCSD and as specified herein.

Item 5: Pothole Repair

At locations marked by CRCSD, Contractor shall perform pothole repair by (in general) performing the following items of work:

- Sawcut around limits of pothole
- Excavate loose material from sides and bottom of potholed area. Excavated depth shall be at least 3 inches at all locations in the pothole.
- Water and compact the bottom of the excavated area
- Backfill with hot mix asphalt and compact such that the backfill is at least ½ inch higher than adjacent roadway

Location of work is near 4075 Rancho Montes.

The contract unit price paid for pothole repair shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in repairing potholes as directed by CRCSD and as specified herein.

Item 6: Recondition Existing Aggregate Base (Doo Dah Drive)

At Doo Dah Drive, Contractor shall recondition existing class 2 aggregate base such that the existing aggregate base is ready to receive a double chip seal. The existing aggregate base was placed in October 2019. In general, Contractor shall perform the following steps when reconditioning existing aggregate base:

- Lightly scarify the top 2-3 inches of the existing aggregate base.
- Grade scarified area to a smooth surface with a blade/grader. Do not add additional aggregate base.
- Water and compact the graded area with a flat drum roller. Compact to 95% relative compaction as determined by CRCSD. Final surface shall be graded such that water sheets off roadway.

Location of work is Doo Dah Drive (~9,032 sq ft).

The contract unit price paid for recondition existing aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in reconditioning existing aggregate base as directed by CRCSD and as specified herein.

Important Note: The work described by Item 6 will only be performed if the CRCSD awards the Additive Alternate - Schedule B.

Item 7: Double Chip Seal over Existing Aggregate Base (Doo Dah Drive)

At locations marked by CRCSD, Contractor shall place double chip seal over aggregate base. In general, Contractor shall perform the following when placing double chip seal over aggregate base:

- Prepare roadway in accordance with “Recondition Existing Aggregate Base (Doo Dah Drive)” elsewhere in this Scope of Work. **Payment for complying with the scope of “Recondition Aggregate Base (Doo Dah Drive)” is made under the “Recondition Existing Aggregate Base (Doo Dah Drive)” pay item.**

- Place first application of emulsion. Emulsion shall be type CRS2 and shall be between 130 degrees and 180 degrees at time of application. Application rate shall be between 0.30 and 0.35 gallons per square yard.
- Place first application of chip. Chip shall be 3/8" x No. 6 and shall be spread at a rate of 22 to 25 pounds per square yard. Compaction shall be at least 3 passes with a pneumatic rubber tired roller **only**. Use of any other type of compaction equipment is prohibited.
- Place second application of emulsion. Emulsion type, application temperature, and application rate shall be the same as the first application.
- Place second application of chip. Chip for second application shall be 5/16 x no. 8 and shall be spread at a rate of 20 – 25 pounds per square yard. Compaction shall be at least 3 passes with a pneumatic rubber tired roller **only**. Use of any other type of compaction equipment is prohibited.
- Within seven days of placement of chip seal, Contractor shall use a power broom to sweep loose chip from the roadway.

Location of work is Doo Dah Drive (~9,032 sq ft).

The contract unit price paid for double chip seal over aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing a double chip seal over aggregate base as directed by CRCSD and as specified herein.

Important Note: The work described by Item 7 will only be performed if the CRCSD awards the Additive Alternate - Schedule B.

Traffic Control (various locations)

During all phases of work, Contractor shall provide for the safe and convenient passage of public traffic through all construction zones, including advance warning signs and any other traffic control devices deemed necessary by the CRCSD.

The price paid for traffic control shall be considered as paid for in all other items of work.

COSUMNES RIVER COMMUNITY SERVICES DISTRICT

Exhibit B to Agreement for Construction Services

Contract No. 2021-01

Contractor's Bid and Bid Price Schedule

Base Bid – Schedule A

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	Recondition Gravel Road	FT ²	20,200		
2	Double Chip Seal Over Aggregate Base (Freedom, Starburst)	FT ²	16,850		
3	Section Repair (Freedom Road)	FT ²	1,200		
4	Clean Out Culvert	EA	3		
5	Pothole Repair	EA	1		
Subtotal Bid, This Schedule Only					

Additive Alternate – Schedule B

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
6	Recondition Existing Aggregate Base (Doo Dah Drive)	FT ²	9,032		
7	Double Chip Seal Over Aggregate Base (Doo Dah Drive)	FT ²	9,032		
Subtotal Bid, This Schedule Only					

**COSUMNES RIVER COMMUNITY SERVICES DISTRICT
PAYMENT BOND**

(Section 3247, Civil Code)

Bond No. _____

WHEREAS, the Cosumnes River Community Services District, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

hereafter referred to as "Principal", a contract for the work described as follows:

**CRCSD 2021 ROADWAY MAINTENANCE
CONTRACT NO. 2021-01**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee in the sum of _____ Dollars,
(\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

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

Dated: _____

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

**COSUMNES RIVER COMMUNITY SERVICES DISTRICT
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____

the Contractor in the Contract hereto annexed, as Principal, and _____

as Surety, are held firmly bound unto the Cosumnes River Community Services District, a political subdivision of the State of California, hereinafter called the "Obligee", in the sum of _____ DOLLARS, (\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **CRCSD 2021 Roadway Maintenance Project** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation 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.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

	PRINCIPAL
	SURETY
	ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

PROPOSAL

(to be attached to and submitted with this bound Contract Document bid package)

TO: COSUMNES RIVER COMMUNITY SERVICES DISTRICT

for the construction of

**CRCSD 2021 ROADWAY MAINTENANCE
CONTRACT NO. 2021-01**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage), including any addenda thereto, the Contract annexed hereto, and in accordance with the General Prevailing Wage rates. The Contract Documents for the work to be done are entitled:

**CRCSD 2021 ROADWAY MAINTENANCE
CONTRACT NO. 2021-01**

Bids will be received by the Road and Safety Officer at the CRCSD park located at the middle fork of the Cosumnes River on Morning Canyon Drive between 4:45 p.m. and 5:00 p.m. on April 23, 2021. All bids must be received no later than 5:00 p.m. on April 23, 2021, at which time bids will be publicly opened and read by the Road and Safety Officer.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

The low bidder will be determined by evaluating all bids based on the lowest total bid for the combined total bid prices of Base Bid - Schedule A and Additive Alternate - Schedule B. At the time of award, the CRCSD will determine whether to (1) award

the Base Bid - Schedule A only to the lowest responsible, responsive bidder, or to (2) award the Base Bid - Schedule A and Additive Alternate – Schedule B to the lowest responsible, responsive bidder, or to (3) reject all bids.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the Cosumnes River Community Services District within eight (8) days, not including Sundays and legal holidays, after the Bidder has received notice from the Cosumnes River Community Services District that the Contract has been awarded, the Cosumnes River Community Services District may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the Cosumnes River Community Services District.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Agreement for Construction Services; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the Cosumnes River Community Services District, in the form of the copy of the Draft Agreement for Construction Services annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Cosumnes River Community Services District as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

Contractor's Bid Submittal

CRCSD 2021 Roadway Maintenance

Contract No. 2021-01

Base Bid – Schedule A

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	Recondition Gravel Road	FT ²	20,200		
2	Double Chip Seal Over Aggregate Base (Freedom, Starburst)	FT ²	16,850		
3	Section Repair (Freedom Road)	FT ²	1,200		
4	Clean Out Culvert	EA	3		
5	Pothole Repair	EA	1		
Subtotal Bid, This Schedule Only					

Additive Alternate – Schedule B

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
6	Recondition Existing Aggregate Base (Doo Dah Drive)	FT ²	9,032		
7	Double Chip Seal Over Aggregate Base (Doo Dah Drive)	FT2	9,032		
Subtotal Bid, This Schedule Only					

Total Bid (Sum of Schedule A bid + Schedule B Bid): _____

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by Cosumnes River Community Services District based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

BIDDER'S LIST OF PROPOSED SUBCONTRACTORS

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in excess of 0.5% of the total bid, as required by the Contract Documents. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

Firm Name, CSLB License No., Address	Phone/Fax Numbers	Description of Work to be Performed	Percentage(s) of Contract Item(s) to be Performed by Subcontractor
Firm Name	Phone		
License No.			
Address	Fax		
City, State, ZIP			
Firm Name	Phone		
License No.			
Address	Fax		
City, State, ZIP			
Firm Name	Phone		
License No.			
Address	Fax		
City, State, ZIP			
Firm Name	Phone		
License No.			
Address	Fax		
City, State, ZIP			

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

	<u>Has</u>	<u>Has Not</u>
The Bidder _____	_____	_____
Proposed Subcontractor(s) _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

hereby certifies the above information regarding participation in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE:

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: i) I am duly authorized to execute this certification on behalf of Bidder; and ii) the option checked below relating to my status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The CRCSD has exempted Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the CRCSD will be unable to obtain the goods and/or services to be provided pursuant to the Agreement.

The amount of the contract payable to Bidder for the work does not exceed \$1,000,000.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
CERTIFICATION, UNITED STATES DEPARTMENT OF TRANSPORTATION(USDOT) 2
CODE OF FEDERAL REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS FOR
GRANTS AND AGREEMENTS 2 CFR 180, AND EXECUTIVE ORDERS 12549 AND 12689**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, including this Contract, the making of any federal grant, the making of any state or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Contract, grant, local, or cooperative contract, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with the form instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ , if known</p> <p>Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p> <p>8. Federal Action Number, if known:</p> <p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p> <p>9. Award Amount, if known:</p> <p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	
<p>12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p> <p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH(\$___)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)
in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

(A Copy of the Bidder's California Contractor's License must be attached hereto.)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number
(s) _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Equal Employment Opportunity Certification; Iran Contracting Act Certification, and the Debarment Suspension, Ineligibility and Voluntary Exclusion Certification; the Non-lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL); the Fair Employment Practice Addendum, the Nondiscrimination Assurances, the CA 590 Form, and the Payee Data Record are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the Cosumnes River Community Services District.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this _____ day of _____, 2021

at _____ County, State of _____

Date: _____



Name and Title of Bidder _____

Name of Firm _____

END OF PROPOSAL

COSUMNES RIVER COMMUNITY SERVICES DISTRICT

BIDDER'S BOND

this form MUST be used- leave form attached to Bid Proposal and Contract Documents

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE _____
_____, as **PRINCIPAL**, and

as Surety are held and firmly bound unto the Cosumnes River Community Services District, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Somerset, El Dorado County, California, on Friday, April 23, 2021 for the construction of the

**CRCSD 2021 ROADWAY MAINTENANCE
CONTRACT NO. 2021-01**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____ 20__

(seal) _____
Principal

(seal) _____
Surety

Address: _____

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)