

CONTRACT DOCUMENTS

FOR

HELENDALE COMMUNITY PARK LIGHTING PROJECT

FOR THE

HELENDALE COMMUNITY SERVICES DISTRICT

This is a Prevailing Wage Public Works Project



June 1, 2023

26540 Vista Rd. , Suite B. Helendale, Ca 92342
Mailing Address: P.O. Box 359 Helendale, Ca 92342
Phone: (760) 951-0006 Fax : (760) 951-0046 Email: Cvermette@helendalecsd.org

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NOTICE INVITING BIDS

A. RECEIPT OF BIDS

The Helendale Community Services District (“District”), will receive in a sealed envelope plainly marked on the outside “SEALED BID FOR CONSTRUCTION OF HELENDALE COMMUNITY PARK LIGHTING PROJECT (“Project”) located at **15425 Wild Road, Helendale, CA 92342**

Bids must be submitted on the District’s Bid Forms. Prospective Bidders may obtain the contract documents by downloading the files from www.helendalecsd.org at no charge. Sealed Bids will be received at the office of the Helendale Community Services District, OWNER of the WORK, located at 26540 Vista Road, Suite B, P.O. Box 359, Helendale, CA 92342, Telephone (760) 951-0006, FAX (760) 951-0046, **until 2:00 pm on July 14, 2023**, for the Project at which time immediately thereafter said Bids will be opened and read aloud. Any Bids received after the specified time and date will not be considered. The time of submittal and bid opening shall be determined by Verizon cellular phone time. Please be advised, bids addressed to the District’s physical address sent via U.S. Postal Service (USPS) will **NOT** arrive. If delivery to the office is desired, a direct courier such as UPS or FedEx must be used. All bids sent US Mail must be addressed to the District’s post office box.

Bids shall be valid for sixty (60) calendar days after the Bid opening date.

There is no Engineer’s opinion of probable cost.

B. PRE-BID CONFERENCE

An OPTIONAL Pre-Bid Conference/Job Walk will be held at 15425 Wild Rd., Helendale, California on the following date and time: **JULY 7, 2023 at 10:00 A.M.** Pacific Time. Each Bidder is invited to attend the Pre-Bid Conference. Bids will be accepted from any Bidder regardless of attendance at the Pre-Bid Conference. In addition to the pre-bid conference, Bidders may visit the project location Monday thru Friday between the hours of 8:00 AM and 5:00 PM. **Questions will be answered at the optional Pre-Bid Conference/Job Walk. RFI’s accepted until July 12, 2023 at 5:30 pm.**

C. OPENING OF BIDS

The Bids will be publicly opened and read at **2:00 P.M.** on Friday, **JULY 14, 2023**, at the above-mentioned office of the OWNER.

D. COMPLETION OF WORK

The WORK must be completed with 120 calendar days after the commencement date stated in the Notice to Proceed.

Section 1 – Notice Inviting Bids

E. DESCRIPTION OF WORK

The Helendale Community Services District is seeking a qualified contractor to modify sports lighting at the Helendale Community Park including the removal and/or reuse of existing 35-foot poles and the installation of additional sports light poles. The contractor must also furnish and install new LED sports lighting for reused and new poles. Lighting must meet standard uniformity of sport field lighting of 50 foot candles.

THE FOLLOWING SCOPE OF WORK WILL BE PROVIDED:

- Furnish and install new light poles
- Furnish and install new conduit, wiring and pull boxes as necessary
- Connect conduit system to service cabinet.
- Tie into existing 480v transformer.
- Remove existing light poles that will not be reused
- Replace light fixtures on all reused light poles
- Lighting is to be LED
- Furnish and install new light fixtures
- Furnish and install lighting controls as necessary
- Provide photometric calculations/layout.
- Provide restoration of landscape to match existing conditions.

F. OBTAINING CONTRACT DOCUMENTS

Contract documents and aerial photograph can be downloaded from the District's website at www.helendalecsd.org by clicking the "Notice Inviting Bids" section.

G. ~~BID SECURITY~~

~~Each Bid shall be accompanied by cash, a certified or cashier's check or Bid Bond in the amount of 10 percent (10% of the Total Bid Price payable to the Helendale Community Services District as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.~~

H. PERFORMANCE AND PAYMENT BONDS

The successful bidder will be required to furnish, prior to award of the Contract, a Performance Bond in the amount of one hundred percent (100%) of the Total Bid Price, and a Payment (Material and Labor) Bond in the amount of one hundred percent (100%) of the Total Bid Price, on the forms provided and in the manner described in the Contract Documents. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. The cost of said bonds shall be included in the Bid amount. Pursuant to Public Contract Code Section 22300, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the Contract.

I. CONTRACTOR'S LICENSE CLASSIFICATION

In accordance with the provisions of California Public Contract Code Section 3300, the OWNER has determined that the CONTRACTOR shall possess a valid C-10 (Electrical) Contractor's license at the time that the Contract is awarded. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of the award.

Section 1 – Notice Inviting Bids

J. PREFERENCE FOR MATERIAL

In accordance with §3400 of the California Public Code, the CONTRACTOR will be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for an “or equal” if applicable.

K. AWARD

The District shall award the Contract for the Project to the lowest responsive, responsible Bidder on the basis of the base Bid alone. The District reserves the right to reject any or all Bids or to waive any irregularities or informalities in any Bids or in the Bidding process. The District anticipates award on July 30, 2023.

L. PROJECT ADMINISTRATION

All communications relative to this PROJECT shall be directed to the General Manager via e-mail. Request for pre-bid information but be received no later than July 10, 2023, after which time no additional answers will be provided. All “Request For Information” (RFI’s) will be posted on the District’s website under the appropriate project tab. All bidders are responsible for referencing all RFI’s in their bid.

Kimberly Cox
kcox@helendalecsd.org

M. BIDS TO REMAIN OPEN


The bidder shall guarantee the Total Bid Price for a period of 60 calendar days from the date of bid opening.

N. CALIFORNIA WAGE RATE REQUIREMENTS

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Bidder, copies of which are on file and will be made available to any interested party upon request at Employment Development Department – 700 Franklin Blvd. #1100 Sacramento CA 92582 or online at <http://www.dir.ca.gov/dlsr> and <http://www.wdol.gov>. A copy of these rates shall be posted by the successful Bidder at the job site. The successful Bidder and all of the Bidder’s subcontractor(s), shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

O. OWNER’S RIGHTS RESERVED. The OWNER reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the OWNER.

Date: JUNE 1, 2023
Owner: HELENDALE CSD

By: 

Kimberly Cox, General Manager

– END OF NOTICE INVITING BIDS –

SECTION 2 – INSTRUCTION TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a price or quote to a Bidder.

2. LOCAL BUSINESS LICENSE. CONTRACTORS will be required to secure a San Bernardino County Business License.

3. INTERPRETATIONS AND ADDENDA.

A. All questions about the meaning or intent of the Contract Documents are to be directed to the GENERAL MANAGER in writing. Additions, deletions or revisions to the Contract Documents considered necessary by the GENERAL MANAGER in response to such questions will be issued by Addenda via E-mail to all parties recorded by the GENERAL MANAGER or OWNER as having received the Contract Documents. RFI’s will also be posted on the District website. Questions received after June 25, 2021, may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.

C. Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.

4. BIDDER’S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

A. It is the responsibility of each Bidder before submitting a Bid:

1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical” data referred to below);

2. To visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the WORK.

3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance, of the WORK.

4. To study and carefully correlate the Bidder’s observations with the Contract Documents;
and

5. To notify the GENERAL MANAGER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

B. Reference is made to the Supplementary General Conditions for identification of:

1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the GENERAL MANAGER in the preparation of the Contract Documents.

2. Those drawings or videotapes of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or continuous to the site have been utilized by the GENERAL MANAGER in the preparation of the Contract Documents.

3. The GENERAL MANAGER makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 4.B.1 and 4.B.2 or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports

SECTION 2 – INSTRUCTION TO BIDDERS

and drawings. However, the Bidder may not rely upon any interpretations of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations and opinions contained therein.

C. Copies of reports and drawings referred to in Paragraph 4.B will be made available by the OWNER to any Bidder upon request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents. Reports and drawings may be found in the bid section of the District's website.

D. Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the OWNER and GENERAL MANAGER by the owners of such Underground Utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or Section 01530 – Protection of Existing Facilities.

E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 5.1 and 5.3 of the General Conditions.

F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground and Utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price and other terms and conditions of the Contract Documents.

G. On request, the OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of OWNER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. OWNER reserves the right to require Bidder to execute an Access Agreement with the OWNER prior to accessing the site.

H. The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK area identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.

I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 4 and the following:

1. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences or procedures of construction (if any) as may be required by the Contract Documents.

2. That Bidder has given the GENERAL MANAGER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the GENERAL MANAGER is acceptable to the Bidder; and

3. That the Contract Documents are sufficient in scope and detail to indicate and convey

SECTION 2 – INSTRUCTION TO BIDDERS

understanding of all terms and conditions for performance of the WORK.

5. BID FORMS. The Bid shall be submitted on the Bid Forms bound herein. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words ‘BID FOR’ followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed, and the date and hour of opening of Bids.

6. CERTIFICATES.

A. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal. The corporate address and state of incorporation must appear below the signature.

B. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

C. Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

7. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

8. QUANTITIES OF WORK. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.

9. SUBSTITUTE OR “OR EQUAL” ITEMS. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular Supplier and the name is followed by the word “or equal,” the Bidder may write the name of a substitute Supplier (which the Bidder considers as an “or equal”) in the Proposed Substitute Equipment/Material Supplier List in the Bid Forms. These substitute Suppliers will only be considered after award of the Contract. The bidder shall have 35 days after the award of the contract for submission of data substantiating a request for a substitution, as set forth in the Public Contract Code, Section 3400. The procedure for the submittal of substitute or “or equal” products is specified in Section 01600 – Products, Materials, Equipment, and Substitutions. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitute supplier is not subsequently approved.

10. COMPETENCY OF BIDDERS. In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by

SECTION 2 – INSTRUCTION TO BIDDERS

a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

11. SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place.

12. BID SECURITY, BONDS, AND INSURANCE. Each Bid shall be accompanied by cash, a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, The Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.

13. DISCREPANCIES IN BIDS. In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for the unit price Bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said corrections.

14. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS. Unauthorized conditions, limitations or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic or telephonic Bids or modifications will not be considered.

15. WITHDRAWAL OF BID. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

16. AWARD OF CONTRACT. Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the WORK is contained in more than one Bid Schedule, the OWNER may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

17. RETURN OF BID SECURITY. Within 14 days after award of the contract, the OWNER will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany, within 30 days of the award.

SECTION 2 – INSTRUCTION TO BIDDERS

18. EXECUTION OF AGREEMENT. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 10 calendar days after receipt of the agreement forms from the OWNER. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

19. LIQUIDATED DAMAGES. The fixed liquidated damages amount is hereby established as Five Hundred Dollars (\$500.00) for each calendar day of unauthorized delay in completion of the Work beyond 90 calendar days as set forth in the Notice Inviting Bids. This figure was calculated based upon a reasonable estimation of prospective damages for this particular project.

20. WORKERS' COMPENSATION REQUIREMENT. The Bidder should be aware that in accordance with Section 3700 of the California Labor Code it will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.

21. DESIGNATION OF SUBCONTRACTORS. Pursuant to state law, each bidder must designate the name and location of each subcontractor who will perform work or render services for the prime Bidder in an amount that exceeds one-half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform. Bidders must make these designations on the document titled "List of Subcontractors" which has been included with the Bid Forms (Document 00300).

22. FILING OF BID PROTESTS. Bidders may file a "protest" of a contract award with the Owner. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed timely and in writing within two (2) Calendar Days after the bid opening date.
- Clearly identify the specific accusation involved.
- Clearly identify the specific Owner Staff/Board recommendation being protested.
- Specify, in detail, the grounds of the protest and the facts supporting the protest.
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each and every one of these requirements, it will be rejected as invalid. If the protest is valid the Owner shall review the basis of the protest and all relevant information. The Owner will deny or concur with the protest and provide a written decision to the protestor. The protestor may then appeal the decision to the Owners' Board of Directors.

23. OWNER'S RIGHTS. The owner may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by the Bidder, and require additional evidence of qualifications to perform the work described in these Bid Documents. The Owner reserves the right to:

- Reject any or all of the Bids if such action is in the best interest of the Owner.
- Select one, two or all three areas to pave
- Issue subsequent Notices Inviting Bids.

SECTION 2 – INSTRUCTION TO BIDDERS

- Cancel this entire Notice Inviting Bids.
- Appoint evaluation committees to review any or all Bids.
- Seek the assistance of outside technical experts to validate the Bid(s).
- Approve or disapprove the use of particular subcontractors.
- Waive informalities and irregularities in Bids.

The Notice Inviting Bids does not commit the Owner to enter into a contract, nor does it obligate the Owner to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

24. BIDDER’S RESPONSIVENESS. The Owner will evaluate Bids for responsiveness at the time of Bid opening and before award is made. A Bid must be in strict compliance with the commercial and technical specifications, without exception. Only Bids which conform in all material respects to the Bid Documents can be eligible for award. A Bid not meeting the requirements of the responsiveness checklist may be rejected immediately upon opening, and returned to the Bidder’s representative.

25. RESPONSIBILITY CRITERIA. Responsibility is the apparent ability of the bidder to meet and complete successfully the requirements of the Contract. The Owner reserves the right to consider the financial responsibility and general competency of each Bidder, as well as its reputation within the industry. Owner may request, and apparent low bidder shall provide, a financial statement, audited if necessary, including the Bidder’s latest balance sheet and income statement. Owner expects that each Bidder will fully and truthfully disclose all information required of the Bidder by the Bid Documents. The prospective contractor, in order to be evaluated by the Owner as being a responsible contract, must complete the Bid Form to determine that it:

- Has or can secure adequate financial resources to perform the contract;
- Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
- Has a satisfactory record of performance. A contractor seriously deficient in current contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor: (1) has a satisfactory record of integrity in its dealings with government agencies and with applicable laws and regulations; (2) has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and (3) has the necessary production, construction and technical equipment and facilities or the ability to obtain them.

– END OF INSTRUCTIONS TO BIDDERS –

SECTION 3 - BID FORMS

BID

BID TO: HELENDALE COMMUNITY SERVICES DISTRICT

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled

HELENDALE COMMUNITY PARK LIGHTING PROJECT

- 2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid security.
- 3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement with the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.
- 4. Bidder has examined copies of all the Contract Documents including the following addenda/RFI's (receipt of all of which is hereby acknowledged):

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

Failure to acknowledge addenda may render the bid non-responsive and may be cause for its rejection.

- 5. Bidder has familiarized himself/herself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid Forms.

Dated: _____ Bidder: _____

By: _____
 (Signature)

Title: _____

SECTION 3 - BID FORMS

BID CERTIFICATE

(If Corporation)

STATE OF CALIFORNIA)
)SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____ ,
a corporation existing under the laws of the State of _____, held
on _____, 20___, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ President of this Corporation, be
and is hereby authorized to execute the Bid dated _____, 20___,
to the Helendale Community Services District by this Corporation and that his/her
execution thereof, attested by the Secretary of this Corporation, and with the Corporate Seal
affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____ day of _____, 20___.

Secretary

(SEAL)

SECTION 3 - BID FORMS

BID CERTIFICATE

(If Partnership)

STATE OF CALIFORNIA)
)SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

a partnership existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as General Partner of the Partnership, be and is hereby authorized to execute the Bid dated
_____, 20____, to the Helendale Community Services District by this
Partnership and that his/her execution thereof, attested by the General Partner, shall be the official
act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____ day of _____, 20____.

General Partner

(SEAL)

SECTION 3 - BID FORMS

BID CERTIFICATE

(If Joint Venture)

STATE OF CALIFORNIA)
)SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____,
as _____ of the Joint Venture, be and is
hereby authorized to execute the Bid dated _____, 20____,
to the Helendale Community Services District by this Corporation and that his/her
execution thereof, attested by the _____, shall be the official act and deed
of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this _____ day of _____, 20____.

Managing Partner

(SEAL)

SECTION 3 - BID FORMS

**BASE BID SCHEDULE FOR
HELENDALE COMMUNITY PARK LIGHTING PROJECT**

Please list line-item details to complete the Community Park Lighting Project to meet a 50-foot candle lighting level for the sports field. Contractor shall specify light poles, fixtures and layout of poles to accomplish the desired lighting level.

Item #	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMobilIZATION (No more than 10% of the total project amount)	LS		
2	INSTALL LIGHT POLES (QUANTITY, HEIGHT AND LIGHTING INTENSITY TO ACCOMPLISH LIGHTING UNIFORMITY)			
3	INSTALL CONDUIT, WIRING AND PULL BOXES AS NECESSARY AND CONNECT TO SERVICE CABINET, TIE INTO EXISTING 480V TRANSFORMER			
4	REMOVE EXISTING LIGHT POLES AND LUMINARIES AS NECESSARY			
5	PROVIDE PHOTOMETRIC LAYOUT			
6	RESTORATION OF LANDSCAPE TO MATCH EXISTING CONDITIONS			
7	REPLACE LIGHT FIXTURES ON REUSED POLES			
8	FURNISH AND INSTALL LIGHTING CONTROLS WITHIN MAIN ELECTRICAL ROOM INCLUDING REMOTE SWITCHING CAPABILITIES			
9	FURNISH AND INSTALL NEW LIGHT FIXTURES			

TOTAL BID SCHEDULE (Sum of Bid Items 1 through 9)

Expressed in Dollars: \$ _____
(Figures)

and written in words:

(Words)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

SECTION 3 - BID FORMS

**BASE BID SCHEDULE
FOR
HELENDALE COMMUNITY PARK LIGHTING PROJECT**

Helendale Community Services District reserves the right to reject any and all proposals, to waive any irregularities, or to award the contract to other than the lowest bidder.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

SECTION 3 - BID FORMS

LIST OF SUBCONTRACTORS

Section 4101 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Subcontractor who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the contractor's total bid. The Bidder shall also list below the portion of the WORK which will be done by each Subcontractor under its contract. The prime Contractor shall list only one Subcontractor for each portion as is defined by the prime contractor in its bid. The Bidder's attention is directed to the provision of Paragraph entitled "Subcontract Limitations" of the Supplementary General Conditions which stipulates the percent of the WORK to be performed with the Bidder's own forces. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

	Portion of Work to be Performed	Subcontractor License Number	Percent of Total Bid	Subcontractor's Name and Address
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 3 - BID FORMS

CONTRACTOR'S LICENSING STATEMENT FORM

The undersigned is licensed in accordance with the laws of the State of _____

providing for the registration of Contractors: License Number _____;

Class _____; Expiration Date _____

Name of Contractor's Firm _____

Business Address and Telephone Number _____

Name of Individual Owner (Print or Type):

Signature of Owner _____

Said Owner swears under penalty of perjury that the information provided is true and correct.

Or

The following Partners swear under penalty of perjury that the information is true and correct.

Signature, title and address of members signing on behalf of the partnership.

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

or

The following Officers swear under penalty of perjury that the information is true and correct.
Corporation organized under the laws of the State of _____.

Signature of President of Corporation

Signature of Secretary of Corporation

(PLACE SEAL HERE)

SECTION 3 - BID FORMS

LIST OF NAMED EQUIPMENT/MATERIAL SUPPLIERS

The Bidder shall indicate below which Supplier the Bidder intends to use for each item of equipment or material listed on this form by writing in one of the named suppliers specified in the Technical Specifications for that equipment or material. (Proposed substitutes may be listed on the Proposed Substitute Equipment/Material List form but will only be considered after award of the Contract.) If no supplier is named in the Technical Specifications, the Bidder may list any supplier whose product meets all of the requirements and technical criteria specified. The listing of more than one supplier for each item of equipment/material to be furnished with the words “and/or” will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

Specification Section	Equipment Material	Named Supplier (List Only One)

SECTION 3 - BID FORMS

LIST OF PROPOSED SUBSTITUTE EQUIPMENT/MATERIAL

The Bidder proposes the following substitute or “or equal” products identified below:

Specification Section	Substitute Equipment/Material	Supplier (List Only One)	Amount Deducted (Dollars)

Note: Substitute products will only be considered after award of the Contract. The procedure for the submittal of substitute or “or equal” products is specified in the General Requirements.

SECTION 3 - BID FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 6, will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information is delivered to the OWNER.

(1) CONTRACTOR'S name and address:

(2) CONTRACTOR'S telephone number: _____

(3) CONTRACTOR'S LICENSE: Primary classification _____

State License No. and Expiration Date _____

Specialty classifications held, if any _____

Name of Licensee, if different from (1) above _____

(4) Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

(5) ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR's current financial condition.

(6) ATTACH TO THIS BID a list of 5 projects completed by the Contractor within the last 3 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- Names, address and telephone numbers of owner.
- Name of project.
- Location of project
- Brief description of the work involved.

SECTION 3 - BID FORMS

- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

To be considered for award, the CONTRACTOR shall have completed at least three projects of similar type and complexity and comparable value.

- (7) Complete and sign the "Non-collusion Affidavit" included in these bid forms as required by California Public Contract Code Section 7106.

SECTION 3 - BID FORMS

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

STATE OF CALIFORNIA)
)SS:
COUNTY OF)

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing bid 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.

Signed _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary Public in and for the
County of _____
State of _____

(SEAL)

SECTION 3 - BID FORMS

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid:)

Accompanying this proposal is a Certified or Cashiers check payable to the order of Helendale Community Services District, hereinafter referred to as "Owner," for Dollars (\$ _____) this amount being 10 percent of the total amount of the Bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of 90 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

Bidder

NOTE: If the Bidder desires to use a bond instead of a check, the Bid Bond Form on the following pages shall be executed. The sum of this bond shall be not less than 10 percent of the total amount of this Bid.

SECTION 3 - BID FORMS

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS,

That _____, as Principal and as Surety, are held and firmly bound unto Helendale Community Services District, hereinafter called "OWNER," in the sum of Dollars, for the payment of which sum, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER'S Contract Documents entitled **HELENDALE COMMUNITY PARK LIGHTING PROJECT**

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, and performs in all other respects the agreement created by this bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the OWNER may accept such bid and Surety further waives notice of any such extension. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Principal and Surety shall pay all costs incurred by said OWNER in such suit, including reasonable attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED this _____ day of _____, 20

(SEAL) _____ (SEAL)

Principal

Surety

By: _____

By: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

- END OF BID FORMS -

SECTION 4 - PRICES

1. **DESCRIPTION.** This Section defines the Unit and Lump Sum Prices and the manner in which they will be used to determine measurement and payment for all items included in the Bid Sheet.

2. **PRICES REQUIRED.** In the Bid Sheet of the Bid Form, each Bidder shall quote Unit or Lump Sum Prices for the appropriate items of Work in the units stated in the Bid Form. Failure to quote on each Unit or Lump Sum Price item may cause rejection of the Bidder's entire bid at the discretion of the Owner.
 - A. **Unbalanced Prices.** Proposed Unit and Lump Sum Prices which are so unbalanced as to be detrimental to the Owner's interests may be rejected or cause rejection of the Bidder's entire Bid, at the discretion of the Owner.

 - B. **Cost Included.** Each proposed Unit Price or Lump Sum Price shall cover all costs and charges including without limitation the costs of materials, fabrication, delivery, installation or application, supervision, safety, bond and insurance charges, overhead, profit and taxes. Quoted Unit or Lump Sum Prices shall be the exact amount per unit to be applied to the units of Work actually provided for the purpose of establishing the payment due the Contractor.

 - C. **Duration of Prices.** Quoted Unit or Lump Sum Prices accepted by the Owner shall be held good and in effect until the Work is completed and accepted by the Owner, unless modified by Change Order.

3. **MEASUREMENT AND PAYMENT FOR BID ITEMS.** This section defines the manner and method of measurement and payment for all items included in the Contract.

Compensation for all materials, tools, labor, service and all other items required to complete the work in conformity with the Contract Documents will be included in the payment provided in this Section unless specifically excluded. No other compensation will be made except for the items listed in the Bid Sheet. Work for which no separate payment has been provided will be considered as subsidiary obligation of the Contractor, and the cost therefor shall be included in the applicable contract price for the item to which the work applied. All Measurements of work done will be made by the Owner.

SECTION 5 – FORMS OF AGREEMENT

1. PARTIES AND DATE. This contract made and entered into this ____ day of _____, 2021, by and between Helendale Community Services District, with its principal place of business at 26540 Vista Road, Suite B, Helendale, CA 92342 (hereinafter called the “Owner”) and _____ (hereinafter called the “Contractor”).

2. RECITALS.

A. The Owner is a public agency organized under the laws of the State of California with power to contract for services necessary to achieve its purpose;

B. Contractor, in response to a Notice Inviting Bids issued by Owner on _____ has submitted a bid proposal for construction of the Helendale Community Services District **HELENDALE COMMUNITY PARK LIGHTING PROJECT** as described in the Contract.

C. Owner has duly opened and considered the contractor’s bid proposal, and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents, and has given written notice to Contractor on _____

D. Contractor has obtained and delivers concurrently herewith, Performance and Payment Bonds, evidence of insurance coverage and other documentation as required by the Contract.

3. TERMS.

Incorporation of Documents:

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto.

- A. Notice Inviting Bids
- B. Instructions to Bidders
- C. Bid Forms
- D. Prices
- E. Form of Agreement
- F. Performance Bond
- G. Payment Bond
- H. Escrow Agreement for Security Deposits in Lieu of Retention (optional)
- I. Worker’s Compensation Insurance Certificate
- J. Notice of Award
- K. Notice to Proceed
- L. Release and Certificate of Final Payment
- M. Unconditional Waiver and Release Upon Final Payment.
- N. Special Conditions
- O. General Conditions
- P. Technical Specifications
- Q. Specifications (under separate cover)
- R. Drawings (under separate cover)
- S. Addendum No. _____ dated _____

SECTION 5 – FORMS OF AGREEMENT

Contractor’s Basic Obligation

Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately complete the Helendale Community Services District **HELENDALE COMMUNITY PARK LIGHTING PROJECT**, including any alternates selected by the Owner, and all structures and facilities described in the Contract (hereinafter the “Work”), for a total of _____ Dollars (\$ _____), as specified in the Contract Bid Forms submitted by the contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with, the above referenced documents.

Standard of Performance

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract.

Period of Performance

Contractor shall perform and complete all Work under this Contract within ninety (90) Calendar Days, beginning after the commencement date stated in the Notice to Proceed. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications.

Contractor agrees that if such Work is not completed within the aforementioned period and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications, liquidated damages will apply in the amount of Five Hundred Dollars (\$500.00) per day as provided by the applicable provisions of the General Conditions.

Owner’s Basic Obligations

Owner agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Owner shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in

SECTION 5 – FORMS OF AGREEMENT

accordance with compensation provisions set forth in the contract.

SECTION 5 – FORMS OF AGREEMENT

Contractor’s Labor Certification

Contractor maintains that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insurance against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is enclosed with this Contract and shall be executed simultaneously with this Contract.

Attorney’s Fees

If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorney’s’ fees and all other costs of such action.

Successors

The parties do for themselves; their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of the Owner.

Notices

All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor

Surety

Attn: _____

Attn: _____

(Continued on next page)

SECTION 5 – FORMS OF AGREEMENT

Owner Copies to:

Helendale Community Svc. District

26540 Vista Road, Suite B

P.O. Box 359

Helendale, CA 92342

Attn: Kimberly Cox

Attn:

Approved:

HELENDALE CSD

By: _____
Signature

Printed Name: _____

Title: _____

Attest: _____

CONTRACTOR

By: _____
Signature

Printed Name: _____

Title: _____

Attest: _____

License Number: _____

- END OF SECTION -

SECTION 6 – VARIOUS FORMS

PERFORMANCE BOND

SEE SAMPLE CONTRACT IN APPENDIX B

SECTION 6 – VARIOUS FORMS

PAYMENT BOND

SEE SAMPLE CONTRACT IN APPENDIX B

SECTION 6 – VARIOUS FORMS

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between Helendale Community Services District, whose address is 26540 Vista Road, Suite B, Helendale, CA 92342, hereinafter called OWNER, and _____, whose address is _____ hereinafter called CONTRACTOR and _____, whose address is _____ hereinafter called ESCROW AGENT.

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for Helendale Community Services District _____ in the amount of dated _____ (hereinafter referred to as the "Contractor"). Alternately, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Helendale Community Services District and shall designate the Contractor as the beneficial Owner.

2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the

SECTION 6 – VARIOUS FORMS

Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all money and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections 5 to 8, inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

SECTION 6 – VARIOUS FORMS

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

CONTRACTOR

HELENDALE COMMUNITY
SERVICES DISTRICT

By: _____
Name

By: _____
Name

Title

Title

- END OF FORM -

SECTION 6 – VARIOUS FORMS

WORKERS' COMPENSATION INSURANCE CERTIFICATE

SEE SAMPLE CONTRACT IN APPENDIX B

SECTION 6 – VARIOUS FORMS

NOTICE OF AWARD

TO: _____ DATE: _____

PROJECT: HELENDALE COMMUNITY SERVICES **HELENDALE COMMUNITY PARK LIGHTING PROJECT**

Your Bidder's Proposal dated _____, 20__ is accepted.

You are required by the Notice and Instructions to Bidders to execute the Contract Documents within ten (10) days of the date of mailing of this notice (not including Sundays and holidays).

Received: _____, 20__.

Owner

By: _____

Title _____
Contractor

Date _____

By: _____

Title _____

- END OF FORM -

SECTION 6 – VARIOUS FORMS

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: HELENDALE COMMUNITY SERVICES **HELENDALE COMMUNITY PARK LIGHTING PROJECT**

You are hereby notified to commence Work in accordance with the Agreement dated on or before _____ and you are to complete the Work within consecutive calendar days thereafter. The date of completion of all Work is therefore _____.

Helendale Community Services District Owner

By: _____

Title _____

ACCEPTANCE OF NOTICE

Receive of the above Notice to Proceed is hereby acknowledged by this _____ day of _____, 20

By: _____

Title: _____

- END OF FORM -

SECTION 6 – VARIOUS FORMS

RELEASE AND CERTIFICATE OF FINAL PAYMENT

TO: HELENDALE COMMUNITY SERVICES DISTRICT, Owner

Work Order No. _____

Contract Dated _____

CONTRACTOR:

Name _____

Address _____

DESCRIPTION OF PROJECT: The work to be performed includes the construction of **HELENDALE COMMUNITY PARK LIGHTING PROJECT**.

DESCRIPTION OF SITE (LOCATION): The site is located in the City of Helendale. Location and vicinity maps are shown in the attached plates.

With reference to said contract, as amended, between the undersigned Contractor and the Agency, the Undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment, supplied to the foregoing site and/or used in connection with its work under said Contract.

The undersigned further certifies that to its best knowledge and belief, each of its subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing site and/or used by them in connection with the Undersigned's work under said Contract.

In consideration of \$ _____, as final payment under the Contract, the Undersigned hereby unconditionally releases and forever discharges the District and the site and property from all claims, stop notices, and obligations of every nature arising out of or in connection with the performance of the said Contract and all amendments thereto except as set forth below:

Note: If non, write "NONE" in space above. (Any claims excepted must be described and the specific amount claimed mut be set forth.)

Unless any claims, stop notices and obligations are described and the specific amount claimed are described in the space above, Contractor certifies that there are none.

As additional consideration for the final payment, the Contractor agrees to indemnify and hold harmless the Agency from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the Agency which claims arise out of the performance of the work under the Contract and which may be asserted by the Contractor or any of it suppliers, subcontractors of any tier or any of their representatives, officers, agents or employees except for those claims listed above.

SECTION 6 – VARIOUS FORMS

RELEASE AND CERTIFICATE OF FINAL PAYMENT

The foregoing shall not relieve the Undersigned of its obligations under the provisions of said Contract, as amended, which by their nature survive completion of the work including, without limitations, warranties, guarantees and indemnities.

Executed this _____ day of _____, 20

Notary Public

Contractor

Name of

By: _____

Title: _____

Distribution:

- Original - Owner
- Copy - Contractor
- Copy - Project File: _____

- END OF FORM -

SECTION 6 – VARIOUS FORMS

NOTICE OF COMPLETION

To: _____

Date: _____ 20
Work Order No. _____
Date of Completion _____

Owner: Helendale Community Services District
26540 Vista Road, Suite B
P.O. Box 359
Helendale, CA 92342

OWNER’S ESTATE OF INTEREST:

Easement _____

Fee Title _____
Encroachment Permit _____

Other (describe) _____

TITLE OF PROJECT: Helendale Community Services District **HELENDALE COMMUNITY
PARK LIGHTING PROJECT**

DESCRIPTION OF PROJECT: The work to be performed includes the furnishing of all labor and equipment for the above referenced work.

DESCRIPTION OF THE SITE (LOCATION): The site is in the City of Helendale. Location and vicinity maps are shown in the attached plates.

Final payment will be made to the contractor on or after 30 days from receipt of this Notice of Completion, except where otherwise provided for by law.

-END OF FORM-

SECTION 6 – VARIOUS FORMS

NOTICE OF COMPLETION

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

The undersigned being duly sworn says that he is the _____ of Helendale Community Services District, the company authorizing the work of improvement referred to in the foregoing Notice of Completion; that he has executed such Notice of Completion on behalf of such company and likewise makes this verification on behalf of said company; and that he has read said Notice of Completion and knows the contents thereof and that the facts stated therein are true.

SUBSCRIBED AND SWORN TO BEFORE ME
ON _____, 20

Notary Public in and for said County and State

(Seal)

Distribution:

- Original - Owner
- Copy - Contractor
- Copy - Project File: _____

- END OF FORM -

SECTION 6 – VARIOUS FORMS

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(CALIFORNIA CIVIL CODE §3263(D) (4))

The undersigned has been paid in full for all labor, services, _____ equipment or material furnished to _____ on the job of Contractor and does hereby waive and release any right to a mechanic’s lien, stop notice or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

Dated: _____

Company Name

By: _____

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

NOTE: This form of release complies with the requirements of Civil Code Section 3262(d)(4).

The contractor is required to obtain from each subcontractor and supplier this unconditional waiver and release of claims for each preliminary notice received by Helendale Community Services District. Final payment shall be held in abeyance pending receipt of release of claims from all subcontractors or suppliers.

Alternatively, the final payment will be made by check payable to the Contractor and subcontractor or supplier to the extent the subcontractor or supplier has not been paid as shown on the Preliminary Notice.

- END OF FORM -

SECTION 7 – GENERAL CONDITIONS

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-END OF SECTION -

SECTION 8 - SPECIAL CONDITIONS

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- END OF SECTION -

APPENDIX B
APPENDIX A
Aerial View of Location



APPENDIX B

SAMPLE AGREEMENT FOR THE HELENDALE COMMUNITY PARK LIGHTING PROJECT

As of **June 3, 2021**, HELENDALE COMMUNITY SERVICES DISTRICT, a public District (herein “District”), and _____, a corporation (herein “Contractor”), agree as follows:

GENERAL

SECTION 1. SCOPE OF WORK

Contractor will furnish labor, equipment, and materials, and will perform work, for the construction of the facilities described in the Contract Documents set forth in Section 4 below.

SECTION 2. CONSIDERATION

District shall pay Contractor the sum set forth in Contractor’s bid for the performance of the work.

SECTION 3. PAYMENTS

- (a) Monthly progress payments shall be as follows:
 - (1) On or about the 25th day of each month, Contractor shall submit to District an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to prior estimates. The estimate may include 90% of the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.
 - (2) The District shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven days after receipt accompanied by a written description of the reasons why the request is not proper.
 - (3) District shall pay Contractor, within 15 days of receipt of the invoice, ninety percent of the invoice amount reduced by: amounts due to District for equipment, services or materials furnished by District; amounts of claims

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or liens by the District or others, and amounts required to be deducted by federal, state or local governmental authorities.

- (4) If the District fails to make progress payment within thirty days after receipt of an undisputed and properly submitted invoice, the District shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.101(a) from seven days after receipt of the invoice by the District until paid.
- (5) Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude District from demanding and recovering damages for failure to fully perform.

(b) On satisfactory completion of the work, District shall pay Contractor ninety percent of the value of the actual work less prior monthly progress payments.

(c) Within thirty days after recordation of a notice of completion, the undisputed amounts withheld by the District shall be released. "Completion" occurs on the acceptance by the governing body of the District; or the filing of a notice of cessation of labor.

(d) Notwithstanding the foregoing, Contractor may receive payment in full, other than retention for claims by the District or third parties, if the Contractor deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

SECTION 4. CONTRACT DOCUMENTS

The complete contract includes the contract documents set forth herein, to wit: the Notice Inviting Bids, the Bid Forms, the Special Conditions, the Technical Specifications, this Agreement, the Payment Bond, the Performance Bond, the Workers' Compensation Certificate, the Non-Collusion Declaration, the Certificate of Insurance, any Plans and Specifications, and any Addenda.

SECTION 5. COMPLIANCE WITH PROVISIONS OF LAW

(a) This District is subject to laws relating to public agencies which are part of this contract as though fully set forth herein.

(b) Contractor shall comply with laws relating to the work.

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SECTION 6. ATTORNEYS' FEES

The Court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party in an action or proceeding to enforce this Agreement.

SECTION 7. NOTICES

Notices required or permitted shall be given by personal delivery, by first class mail, postage prepaid, or E-mail transmission:

To Contractor: _____

To District: Helendale Community Services District
26540 Vista Road, P.O. Box 359
Helendale, CA 92342
kcox@helendalecsd.org

SECTION 8. CONFLICT WITH PLANS AND SPECIFICATIONS

Conflict between the plans and specifications and this contract shall be brought to the attention of the District which shall resolve such conflict.

SECTION 9. ASSIGNMENT

(a) Contractor shall not assign this contract or payments under this contract.

(b) Contractor and each subcontractor hereby assign to the District rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials for this contract or the subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time the District tenders final payment to the Contractor.

SECTION 10. SECTION HEADINGS

Section headings are for the convenience of the parties and shall not affect the interpretation of this contract.

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SECTION 11. AUTHORITY OF DISTRICT REPRESENTATIVE

District's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the plans and specifications and the fulfillment of the contract by Contractor.

WAGES, HOURS, AND WORKING CONDITIONS

SECTION 12. PREVAILING WAGES

(a) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the District's offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post one copy of the prevailing rates of wages at the job site.

(b) Contractor shall forfeit as penalty to the District the sum set forth in Labor Code Section 1775 for each calendar day or portion thereof for each workman paid less than the prevailing rates under the contract or any subcontract.

SECTION 13. TRAVEL AND SUBSISTENCE PAYMENTS

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

SECTION 14. HOURS OF WORK

(a) Eight hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.

(b) Contractor shall keep and make available an accurate record showing the name each of each worker and hours worked each day and each week by each worker.

(c) As a penalty to the District, Contractor shall forfeit twenty-five dollars for each worker, including subcontractor's work, for each day the worker works more than eight hour or each week the worker works more than forty hours.

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SECTION 15. APPRENTICES

Contractor shall comply with the Labor Code concerning the employment of apprentices.

SECTION 16. SUBCONTRACTORS

(a) Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of the Public Contracts Code.

(b) Contractor shall submit to District the following information:

(i) The name and location of the place of business of each subcontractor performing work, labor or rendering construction services, and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

(ii) The portion of the work to be done by each subcontractor.

(c) The Contractor shall list only one subcontractor for each portion of the work identified in the bid.

SECTION 17. NON-DISCRIMINATION

The Contractor shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. The Contractor shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

SECTION 18. SAFETY

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety.

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SECTION 19. CHARACTER OF WORKERS

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not re-employed.

INSURANCE, INDEMNIFICATION AND BONDS

SECTION 20. INSURANCE

(a) Before beginning the performance of the work, Contractor shall purchase and maintain insurance to protect the Contractor and the District from claims: (i) arising from Contractor's operations under the contract by the Contractor, a subcontractor or anyone employed by them, or anyone for whose acts any of them may be liable; (ii) under workers' compensation, disability benefits and other similar benefits acts; (iii) for damages because of bodily injury, occupational sickness, or disease, or death of the Contractor's employees, or persons other than the Contractor's employees; (iv) for damages insured by usual personal injury liability coverage sustained by a person as a result of an offense related to employment of such person by the Contractor, or other persons; (v) for damages, other than the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (vi) for damages because of bodily injury, death of a person or property damages arising from ownership, maintenance or use of a motor vehicle; (vii) involving contractual liability insurance applicable to the Contractor's obligations; and (viii) for damage to work in progress.

(b) The insurance required shall be written for not less than limits of liability specified in the contract documents or required by law, whichever is greater. The insurance shall be purchased from companies authorized to do business in the jurisdiction where the project is located. Coverages shall be written on an occurrence basis without interruption from the date of commencement of the work until date of final payment or until termination of coverage required to be maintained after final payment. District, its officers, agents and employees shall be named as additional insured.

(c) Certificates of insurance executed by the carrier(s) and acceptable to the District and copies of the policy shall be filed with the District prior to the commencement of the work. The Certificates and the insurance policies shall provide the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the District. If the insurance coverages are required to remain in force after final payment and are reasonably

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available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

(d) Contractor shall require each subcontractor to maintain policies of insurance covering the hazards, and under the conditions mentioned above, and having the District, its officers, agents, volunteers and employees as additional insureds. Copies of the subcontractor's certificates of insurance and policies shall be filed with the District.

SECTION 21. INDEMNIFICATION

(a) Contractor shall indemnify and save the District, its officers, agents, volunteers and employees, free and harmless from costs, damages or liability, including attorneys' fees, arising out of any act or omission to act, including any negligent act or omission to act by Contractor, its officers, agents, subcontractors and employees with respect to the performance of the work or the Contractor's obligations under this contract.

(b) In addition to the foregoing, Contractor shall pay District costs, including attorneys' fees, incurred by the District in handling, responding to, or litigating stop notice claims or other demands against money due to the Contractor or against the Contractor's payment bond by Contractor's officers, agents, employees or subcontractors.

SECTION 22. PAYMENT BOND

(a) Before beginning the performance of the work, Contractor shall file a payment bond with the District for its approval and acceptance. The payment bond shall be in the sum of one hundred percent (100%) of the contract price.

(b) The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the contractor. The payment bond shall be separate and distinct from any other bond required by this contract. In addition to all other requirements imposed by law or by the Contract Documents listed in Section 4 of this Agreement, all surety companies executing bonds for the work to be performed hereunder shall possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code, and said sureties must also appear on the Treasury Department's most current list (Circular 570 as amended).

SECTION 23. PERFORMANCE BOND

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(a) Before beginning the performance of the work, Contractor shall file a performance bond with the District for its approval and acceptance. The performance bond shall be in the sum of one hundred percent (100%) of the contract price. The bond shall be payable by surety or sureties to District if Contractor fails to fully perform his obligations hereunder.

(b) The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the Contractor. The performance bond shall be separate and distinct from any other bond required by this contract. In addition to all other requirements imposed by law or by the Contract Documents listed in Section 4 of this Agreement, all surety companies executing bonds for the work to be performed hereunder shall possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance as defined in Section 105 of the California Insurance Code, and said sureties must also appear on the Treasury Department's most current list (Circular 570 as amended).

PERFORMANCE

SECTION 24. TIME FOR COMPLETION

(a) The work shall be completed by September 1, 2021.

(b) If the work is not completed before this date, the District will suffer damage. It is impractical and infeasible to determine the amount of damage. The Contractor shall pay to the District, as fixed and liquidated damages and not as a penalty, the sum of \$500 each calendar day of delay. The Contractor and Contractor's surety shall be liable for the amount. The Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

(c) If the work is not completed before this date, the District will incur substantial damages which cannot be ascertained at this time. Contractor shall pay to District damages caused by Contractor's delay in completing the work.

(d) Within ten (10) days from the beginning of such delay, the Contractor shall notify the District in writing of the cause of the delay. District shall ascertain the facts and extent of the delay and extend the time for completing the work if in the District's judgment the finding justify an extension. The findings of fact shall be final and conclusive.

(e) The District may extend the time for completion if District determines such extension to be in the best interest of the District. If the District extends the time limit for the completion of the work at the request of the Contractor, for other than acts of God and situations beyond the control of both parties, such extension will increase the District's financial obligations

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incurred for engineering, inspection, supervision, incidental and overhead expenses directly chargeable to the contract and accruing during the period of extension. The Contractor shall reimburse District for such reasonable charges before the final payment.

(f) The District may deduct the liquidated damages from progress payments or from the final payment. The payment of progress payments shall not constitute a waiver of liquidated damages.

SECTION 25. ACTS OF GOD

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding five percent of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves, if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

SECTION 26. UTILITY RELOCATION

(a) As between the parties, District is responsible for the timely removal, relocation or protection of existing main or truck line underground utility facilities located on the job site, if such utilities are not identified by the District in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay is caused by the failure of the District or the owner of the utility to remove or relocate the facilities.

(b) The District is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.

(c) Contractor shall immediately notify the District and utility in writing, if the Contractor discovers utility facilities not identified by the District in the contract plans and specifications.

SECTION 27. PUBLIC CONVENIENCE

(a) Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire

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hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.

(b) Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.

(c) Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth even condition satisfactory for traffic.

(d) The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work promptly remove, signs and warning devices.

(e) At least forty-eight hours in advance of closing or partial closing or of reopening any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.

SECTION 28. EXCAVATIONS

(a) Contractor shall submit for District approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of trenches five feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by the Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

(b) At the close of each working day, Contractor shall completely backfill open excavation and cover the same with temporary asphalt mix in accordance with normal practice in the industry and the rules, regulations, laws and ordinance of the State of California and the San Bernardino County Public Works Department.

(c) If the work involves digging trenches of excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the District, in writing, of any: (1) material the Contractor believes to be hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; (3) unknown physical conditions at the work site of unusual nature, or different material from those ordinarily encountered and generally recognized as inherent in the

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work of the character provided in the contract. The District shall promptly investigate the conditions. If the District finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost, or the time required for performance, the District shall issue a change order. If a dispute arising whether the District's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution of disputes and protests between the parties.

SECTION 29. EXTRA WORK

(a) The District may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except in pursuance of a written order from the District stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the District, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

(b) Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:

- (i) By an acceptable lump sum proposed from the Contractor.
- (ii) By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the District and the Contractor.
- (iii) By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workmen shall include hours worked, rates of pay, names and classifications; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.

(c) When the District orders extra work and there is an agreement between the District and the Contractor to perform the work, the District may approve the method used by the Contractor to accomplish the work. At the request of the District, the method to be used shall be memorialized in a writing prior to work being performed.

(d) If the Contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive unless it is fraudulent, capricious, arbitrary

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or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

SECTION 30. CLEAN-UP

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

SECTION 31. MATERIALS

(a) Unless otherwise specified, show, or permitted by the District, materials and equipment incorporated in the work shall be new and current manufacture. The District may request the Contractor to furnish manufacturer's certificates to this effect.

(b) Materials furnished and work performed shall be subject to inspection and testing by District's authorized agents at District's expenses. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.

(c) The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.

SECTION 32. PERMITS AND LICENSES

(a) Contractor shall apply for and procure permits and licenses necessary for the work.

(b) Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

(c) Contractor shall pay charges and fees in connection with permits and licenses.

SECTION 33. LAND AND RIGHTS OF WAY

(a) District shall provide land and rights-of-way where the work is constructed.

(b) Contractor shall procure additional rights-of-way desired by the Contractor to

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facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide District with copies of the agreements.

(c) Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the District or unavoidable to accommodate the work.

SECTION 34. PLANS AND WORKING DRAWINGS SUBMITTED BY DISTRICT

(a) The approved plans shall be supplemented by working drawings necessary to control the work adequately. Such drawings shall be consistent with the contract documents. Such drawings delivered to the Contractor shall be deemed written instructions to the Contractor.

(b) The District will furnish to the Contractor copies of drawings and specifications reasonably necessary for the execution of the work. The Contractor shall keep one set of drawings and specifications in good order available to the District's representative at the site of the work.

(c) The plans for the work show conditions supposed or believed by the engineer to exist. It is not intended or inferred the plans constitute a representation such conditions actually exist. The District, its officers, agents and employees shall not be liable for loss sustained by the Contractor as a result of variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work.

SECTION 35. SHOP DRAWINGS SUBMITTED BY CONTRACTOR

(a) Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.

(b) The Contractor shall review, stamp with approval, and submit for review by the District's representative, shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the District's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.

(c) Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.

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(d) By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.

(e) Within ten calendar days after receipt of the drawings, the District will return two prints of the drawings to the Contractor with comments. If noted by the District, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the District's representatives on previous submittals.

(f) The review by the District's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment and work required by the contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selection fabrication processes and techniques of construction; and performing the work in a safe manner.

(g) No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the District's representative and returned to the Contractor with a notation indicating re-submittal is not required.

SECTION 36. SUPERVISION BY THE CONTRACTOR

Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate). The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the District's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

SECTION 37. INSPECTION

(a) The District's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.

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(b) When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the District's representative so proper inspection may be provided. Work done in the absence of the District's representative is subject to rejection.

(c) No materials shall be installed until approved by the District's representative. Installations to be backfilled shall be inspected and approved by the District's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the District's representative so proper inspection may be provided.

(d) The inspection of the work shall not relieve the Contractor of obligations to fulfill the contract. Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact such defective work and unsuitable materials have been previously overlooked by the District's representative and accepted.

SECTION 38. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(a) Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the District's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work may be ordered removed at the Contractor's expense.

(b) Upon failure on the part of the Contractor to comply promptly with an order of the District's representative under this section, the District's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

SECTION 39. ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

(a) If the Contractor finds discrepancies between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the District in writing of any such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the District in writing of such conflict.

(b) On receipt of any such notice, the District shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

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SECTION 40. EQUIPMENT

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for equipment be exceeded.

SECTION 41. STORAGE OF MATERIALS

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. Contractor is responsible for damage to or loss of materials by weather or other causes.

MISCELLANEOUS

SECTION 42. GUARANTEES

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the District and shall repair and replace such work, together with other displaced work, without expense to the District, ordinary wear and tear, usual abuse or neglect excepted. District may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

SECTION 43. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

SECTION 44. TERMINATION: CONTRACTOR AT FAULT

(a) The District may declare the Contractor in default, should the Contractor fail to meet the requirements of the contract, or be placed in bankruptcy, or should a receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the District will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plant, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five calendar days after receipt of such written notice, the District may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

- (1) Assist the District in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
- (2) Assign to the District, subcontractors, supply contracts and equipment rental agreements all as designated by the District; and
- (3) Remove from the site, all construction materials, equipment and plant listed in said inventory other than such construction materials, equipment and plant which are designated in writing by the District to be used by the District in completing such work.

(b) The District may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plant, tools, equipment, supplies and property furnished by the Contractor which is designated by the District in writing for such purpose.

(c) The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the District out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the District, the Contractor shall promptly pay to the District, the amount of such excess. The District shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the District's sole judgment will best accomplish such completion.

SECTION 45. TERMINATION: CONTRACTOR NOT AT FAULT

District may terminate the contract upon ten days written notice to the Contractor, if District finds reasons beyond the control of the parties which make it impossible or against the District's interests to complete the work. In such a case, the Contractor shall have no claims against the District, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such

materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the District in accordance with the procedure prescribed for the making of a final estimate and payment.

SECTION 46. RESOLUTION OF CERTAIN CLAIMS

(a) Notwithstanding the foregoing, a demand of \$375,000 or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the District shall be processed in accordance with Public Contracts Code Sections 20104 *et seq.* relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.

(b) A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.*, arising out of the contract.

(c) Within thirty (30) days of the receipt of the claim, the District may request additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

(d) Unless further documentation is requested, the District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the District shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is required by the District, the District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes the District's response, or the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the District within fifteen (15) days after the deadline of the District to respond or within fifteen (15) days of the District's response, whichever occurs first. The District shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If the meet and confer conference does not produce a satisfactory result, the Contractor may pursue remedies authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to

be executed as of the day, month and year first above written.

DISTRICT

By:

Kimberly Cox, General Manager

CONTRACTOR

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Governing Board of the Helendale Community Services District (herein “District”), on _____, 2019, awarded to _____ (herein “Principal”), a contract for _____.

WHEREAS, Principal is required to furnish a bond in connection with contract so if Principal or its subcontractors fail to pay for materials or supplies for the performance of the work, or for labor done thereon, or for amounts due under the Unemployment Insurance Act, the Surety on the bond will pay the same.

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

THE CONDITION OF THIS OBLIGATION IS SUCH if Principal, its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for work or labor thereon of any kind, or fail to pay the persons named in California Civil Code Section 9000 et seq., or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and other laws of the State of California and rules and regulations of its agencies, then Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorneys’ fees as shall be fixed by the court.

This bond shall inure to the benefit of the persons named in California Civil Code Section 9000 et seq., so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

No change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall affect Surety’s obligation on this bond. Surety waives notices of such change, extension of time, alteration, or addition to the terms of the contract, or to the work or to the specifications.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named on the ____ day of _____, 2019.

(Principal)

By:

(Surety)

By:
(Attorney-in-fact)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the governing board of the Helendale Community Services District (herein “District”), on _____ 2020, awarded to _____ (herein “Principal”), a contract for _____.

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract;

NOW THEREFORE, the Principal and _____ (herein “Surety”), are held firmly bound unto the District in the penal sum of _____ (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these promises.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden Principal, or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contract, including but not limited to the payment of liquidated damages, and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

Surety stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall affect its obligation on this bond. Surety waives notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the or to the specifications.

Surety agrees in case suit is brought on this bond, Surety will pay District’s reasonable attorneys’ fees to be fixed by the court.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall be deemed an original, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 2020.

(Principal)

(Attach Acknowledgment) By:

(Surety)

By: _____
(Attorney-in-fact)

WORKERS' COMPENSATION CERTIFICATE

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

Dated: _____

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Contractor is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnerships. If the Contractor is an individual, the name of the firm shall be set forth together with the signature.

NON-COLLUSION DECLARATION

The undersigned declares under penalty of perjury as follows:

1. I am employed by _____ of _____, the party making the foregoing bid as _____.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

3. 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.

4. The bidder had 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.

5. All statements contained in the bid are true.

6. The bidder has not, directly, or indirectly, submitted the 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.

DATED: _____

By: _____