



REQUEST FOR PROPOSAL

ASPHALT CONCRETE (AC) PAVING SERVICES

PROPOSALS DUE:

Thursday, May 18, 2023 by 4:00 pm

Request for Proposal

Vista Irrigation District (“District”) will be accepting proposals from qualified contractors for AC paving services to support maintenance activities and capital improvement projects during the 2024 fiscal year with the option to extend the contract for an additional two one-year terms.

BACKGROUND:

The Vista Irrigation District was organized in September 1923. Its mission is to provide a safe and reliable supply of water to its customers. The District currently serves 29,000 accounts with a population of 134,000 people.

A five member Board of Directors (“Board”) governs the District. The General Manager and administrative staff implement the policies approved by the Board of Directors and handle the District’s day-to-day operations.

The service area lies within the northwestern quadrant of San Diego County, encompassing approximately 21,200 acres in its service area. Historically, the District has received 30% of its water supply from Lake Henshaw, which along with the surrounding 43,000 acre Warner Ranch, is owned and operated by the District. The remaining 70% of the District’s supply comes from purchased water sources, including the Colorado River, desalinated seawater and the Sacramento River/San Joaquin River Delta in Northern California. These sources are conveyed to the District via aqueducts owned and operated by water wholesalers, the Metropolitan Water District of Southern California and the San Diego County Water Authority.

OBJECTIVES:

The District needs a qualified and experienced company to provide asphalt repair services for all phases of patch paving work and the District’s water main replacement program. The District expects to generate approximately 15,000 – 20,000 square feet of patch paving in the upcoming fiscal year, which varies from as small as 1 square foot to as large as 2,000 square feet. The District also replaces 10,000 to 12,000 linear feet of water main annually, which can require trench line base paving, grind and cap, overlays as well as remove and replace.

The Vista Irrigation District boundary includes the City of Vista as well as parts of the County of San Diego and the cities of San Marcos, Escondido and Oceanside. It is expected that all paving will be performed to the standards of the governing agency. These standards typically require additional cold planing within patches by as much as, but not limited to, 6-inches around the perimeter.

Scope of Work: Various locations throughout the District, including areas in the cities of Escondido, Oceanside, San Marcos, and Vista, as well as the unincorporated areas governed by the County of San Diego.

Patch paving:

- Contractor to follow governing agency standards.
- Contractor shall coordinate with the District agent to receive “service request slips” (asphalt request forms) on an as-needed basis via email.
- If required, Contractor shall submit to governing agency engineered traffic control plan and use approved plans in the scope of work. **All traffic control costs** are to be included in patch paving unit pricing.
- If required by governing agency, Contractor shall coordinate and submit signed/stamped compaction report(s). District shall reimburse Contractor at invoice cost (no mark-up).
- If required, Contractor shall submit a right-of-way permit with governing agency.
- If required by governing agency, Contractor shall coordinate and submit signed/stamped compaction report(s).
- Contractor shall provide all traffic control equipment/personnel per approved plans (i.e., arrow boards, traffic signs, traffic cones and flaggers).
- Contractor shall provide no parking signage when necessary and notify residents 48-hours in advance when planned paving activities block or limit access to private driveways.
- All work will need to be completed within three (3) weeks after receipt of District notification.
- Coordinate weekly paving schedule with District & lead agency inspector.
- Contractor will be allowed to bid specialty jobs within the contract that are under \$60,000 that fall outside the scope of work and/or fee schedule.

Typical asphalt repair requirement: *Contractor to follow lead agency requirements*

1. Remove and dispose of backfill material.
2. Clean joints and tack with SS1H emulsion.
3. Place and compact 3½” of ¾” (PG 64-10 or equal) asphaltic concrete base material in trench line and roll to smooth finish.
4. Header cut 1½” cap course of ½” (PG 64-10 or equal) and remove tailings within public right-of-ways (per governing agency standards).
5. Tack joins with SS1H emulsion and place cap course (PG 64-10 or equal) asphaltic concrete, rolled to smooth, compacted finish.
6. Fog seal and lightly sand completed paving.
7. Adjust valve cans to grade using galvanized sleeves (already inserted) when applicable.
8. Provide all traffic control as needed.

Mainline replacement:

- Contractor to follow governing agency standards.
- Contractor shall meet with a District representative to conduct a job walk prior to the start of work. The Contractor shall submit a bid estimate based on the submitted fee schedule. Contractor shall proceed only after receiving authorization from a District representative. Unanticipated work outside the submitted fee schedule required to complete the project to the satisfaction of the District and/or the

governing agency shall be approved in advance and paid on a time and materials basis.

- If required, Contractor shall submit to governing agency engineered traffic control plan and use approved plans in the scope of work.
- If required, Contractor shall submit a right-of-way permit with governing agency.
- If required by governing agency, Contractor shall coordinate and submit signed/stamped compaction report(s). District shall reimburse Contractor at invoice cost (no mark-up).
- Contractor shall provide all traffic control equipment/personnel per approved plans (i.e., arrow boards, traffic signs, traffic cones and flaggers).
- Contractor shall provide no parking signage when necessary and notify residents 48-hours in advance when planned paving activities block or limit access to private driveways.
- Scheduling must be coordinated with the District and the lead agency inspector.
- All work will need to be completed within three (3) weeks after a notice to proceed has been given to the Contractor.
- Contractor shall invoice the District after the project has been completed to the satisfaction of the governing agency and the District.
- The District will conduct open bidding when asphalt repairs are projected to exceed \$60,000 and reserves the right to openly bid any project.

Only the items on the Fee Response Sheet will be pay items. Respondents should include all mobilization, labor, equipment, materials, testing, borings, travel, etc. into the unit (line item) pricing as appropriate.

EVALUATION CRITERIA AND RESPONSE REQUESTED:

Proposals will be reviewed and evaluated based on a company's overall qualifications. Proposals should be concise and to the point to facilitate ease of evaluation. Companies will be judged on the following criteria and not solely on the lowest fee. At a minimum, the proposal must include:

- a) References are required if your company has not previously contracted with the District in the past two years. At least three references (names and current phone numbers) from recent work (within the last three years) similar to this project's size and scope.
- b) Contractor's License: Class A or Specialty C-12 – Earthwork and Paving Contractors.
- c) Insurance coverage as described in Attachment 2 is mandatory. In particular, the endorsement referred to below must be produced before work can start:

The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be

provided in the form of an endorsement to the CONTRACTOR's insurance using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

- d) Ability to comply with prevailing wage requirements and state law mandated contract provisions as described in attachments 3 and 4 respectively.

CONTRACTOR'S REGISTRATION: In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this work, unless currently registered and qualified to perform the work pursuant to Labor Code Section 1725.5.

COMPLIANCE MONITORING AND ENFORCEMENT: Contractor's performance of the work described in the Request for Proposal is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

SMALL PROJECT EXEMPTION: The small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

Additional information regarding this exemption can be found at: <http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

- e) Any Contractor awarded a contract by the District in excess of \$25,000 must file a payment bond with the District. Any Contractor awarded a contract by the District in excess of \$60,000 must file a payment and performance bond with the District.

PAYMENT BOND: The Bidder to whom the award is made shall be required at the time of the execution of the Agreement to furnish a Payment Bond. The Payment Bond shall provide that if the direct contractor or a subcontractor fails to pay any of the following, the surety will pay the obligation and, if an action is brought to enforce the liability on the bond, reasonable attorneys' fees, to be fixed by the court:

- 1) A person authorized under California Civil Code Section 9100 to assert a claim against a payment bond.
- 2) Amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract.
- 3) Amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor.

This bond shall be secured from an admitted surety company, shall be submitted on the prescribed bond form, and the premiums thereon shall be paid by the

successful Bidder. The Payment Bond shall remain in full force and effect through the guarantee period as specified in the General Provisions.

- f) Completed Fee Response Sheet (Attachment 1) with unit pricing for services described in this Request for Proposal. Pricing must be firm for 60 days.

SELECTION PROCESS:

Vista Irrigation District will award the work to the Contractor having the combination of price, qualifications, experience, and scheduling most advantageous to the District. The District reserves the right to reject any or all proposals and to waive irregularities in the proposals.

Submit your **sealed** written proposal **no later than 4:00 pm on Thursday, May 18, 2023**, to the Vista Irrigation District, 1391 Engineer Street, Vista, California 92081-8836; (Attn: Christina Moyer, Purchasing Agent). Bids will be opened at the District at this time.

Sealed envelopes should be marked as follows:

Christina Moyer, Purchasing Agent
Ref: **Annual AC Paving Services, due
Thursday, May 18, 2023**
Vista Irrigation District
1391 Engineer Street
Vista, CA 92081-8840

If bids are delivered in an envelope without markings indicating that the contents of the envelope refer to a bid for the Project, that bid may not be considered when bids are opened.

It is the Contractor’s responsibility to confirm that the District is in receipt of proposal. Late proposals will not be accepted. Emailed or faxed proposals will not be accepted.

Questions:

If you have any questions regarding the specifications and/or proposal submittal, please submit all questions in writing to VIDPurchasing@vidwater.org. Your cooperation is greatly appreciated.

Attachments:

Number	Description
1.	Fee Response Sheet
2.	Vista Irrigation District Insurance Requirements
3.	Prevailing Wage Requirements
4.	State Law Mandated Contract Provisions
5.	Labor and Material Bonds (Payment Bond)
6.	Faithful Performance Bond
7.	Bid Protest

ATTACHMENT 1
FEE RESPONSE SHEET

Job Name: Annual AC Paving Services – FY2024

Company Name: _____

Address: _____

Date: _____

Representative Name: _____

Email address: _____

DIR Number: _____

Asphalt Base Paving (Patch Paving – single mobilization)			
Item	Description	Bid Price	
	Remove and dispose of backfill material. Clean joints and tack with SS1H emulsion. Place and compact 3 1/2" of 3/4" (PG 64-10 or equal) asphaltic concrete base material in trench line and roll smooth finish		
1	1 – 1,000 Square Feet		Per Sq. Ft.
2	1,001 - 2,000 Square Feet		Per Sq. Ft.
3	Additional asphalt replacement 1" depth		Per Sq. Ft.
Cap Paving (Patch Paving – single mobilization)			
	Cut header and remove and dispose of grindings Tack joints with SS1H emulsion and place 1 1/2" cap course of 1/2" (PG 64-10 or equal) asphaltic concrete, rolled to smooth, compacted finish Fog seal and lightly sand completed paving.		
4	2 - 1,000 Square Feet		Per Sq. Ft.
5	≥ 1,001 Square Feet		Per Sq. Ft.

Asphalt Base Paving (Patch Paving – phase I)*			
Item	Description	Bid Price	
	Remove and dispose of backfill material. Clean joints and tack with SS1H emulsion. Place and compact 5” of $\frac{3}{4}$ ” (PG 64-10 or equal) asphaltic concrete base material in trench line and roll smooth finish. Fog seal and lightly sand.		
6	1 – 1,000 Square Feet		Per Sq. Ft.
7	1,001 - 2,000 Square Feet		Per Sq. Ft.
8	Additional asphalt replacement 1" depth		Per Sq. Ft.
Grind and Cap (Patch Paving – phase II)*			
	Cold plane and remove and dispose of tailings Tack joints with SS1H emulsion and place 1 1/2” cap course of $\frac{1}{2}$ ” (PG 64-10 or equal) asphaltic concrete, rolled to smooth, compacted finish Fog seal and lightly sand completed paving.		
9	2 - 1,000 Square Feet		Per Sq. Ft.
10	≥ 1,001 Square Feet		Per Sq. Ft.
Asphalt Base Paving (Mainline Replacement – single mobilization)			
Item	Description	Bid Price	
	Remove and dispose of backfill material. Clean joints and tack with SS1H emulsion. Place and compact 3 1/2” of $\frac{3}{4}$ ” (PG 64-10 or equal) asphaltic concrete base material in trench line and roll smooth finish.		
11	2,001 - 4,000 Square Feet		Per Sq. Ft.
12	≥ 4,001 Square Feet		Per Sq. Ft.
Cap Paving (Mainline Replacement – single mobilization w/base)			
	Cut header and remove and dispose of grindings Tack joints with SS1H emulsion and place 1 1/2” cap course of $\frac{1}{2}$ ” (PG 64-10 or equal) asphaltic concrete, rolled to smooth, compacted finish. Fog seal and lightly sand completed paving.		
13	2,500 - 4,000 Square Feet		Per Sq. Ft.
14	≥ 4,001 Square Feet		Per Sq. Ft.
Asphalt Base Paving (Mainline Replacement – phase I)*			
	Remove and dispose of backfill material. Clean joints and tack with SS1H emulsion. Place and compact 5” of $\frac{3}{4}$ ” (PG 64-10 or equal) asphaltic concrete base material in trench line and roll smooth finish. Fog seal and lightly sand.		
15	2,001 - 4,000 Square Feet		Per Sq. Ft.
16	≥ 4,001 Square Feet		Per Sq. Ft.

Grind and Cap (Mainline Replacement – phase II)*			
	Cold plane and remove & dispose of tailings Tack joints with SS1H emulsion and place 1 1/2" cap course of 1/2" (PG 64-10 or equal) asphaltic concrete, rolled to smooth, compacted finish. Fog seal and lightly sand completed paving.		
17	2,500 - 4,000 Square Feet		Per Sq. Ft.
18	≥ 4,001 Square Feet		Per Sq. Ft.
Remove and Replace (Mainline Replacement)			
	Remove and dispose of backfill material. Clean joints and tack with SS1H emulsion. Place and compact 4" of 3/4" (PG 64-10 or equal) asphaltic concrete base material in trench line and roll smooth finish		
19	1 – 1,000 Square Feet		Per Sq. Ft.
20	1,001 - 2,000 Square Feet		Per Sq. Ft.
21	≥ 2,001 Square Feet		Per Sq. Ft.
Additional Items (Mainline Replacement)			
Item	Description	Bid Price	
22	Additional asphalt replacement 1" depth		Per Sq. Ft.
23	Flag-person (Using Contractor owned materials and equipment)		Per Hour
24	Project Coordinator (Job Walk)		Per Hour
Berm and Curb			
25	3" - 6" Rolled Asphalt Berm		Per Ln. Ft.
26	6" Machined Asphalt Curb		Per Ln. Ft.
Striping			
27	Painted Striping (Crosswalk, bike lane, fog line, etc.)		Per Ln. Ft.
28	Painted Lane Striping (Center divide, double line, etc.)		Per Ln. Ft.
29	Thermoplastic Striping (Crosswalk, stop bar, bike, fog line, etc.)		Per Ln. Ft.
30	Thermoplastic Lane Striping (Center divide, double line, etc.)		Per Ln. Ft.
31	Placement Markers/reflectors (fire, center road, etc.)		Each
Signage			
32	Painted Intersection Marking (Legends, arrows, etc.)		Each
33	Thermoplastic Intersection Marking (Legends, arrows, etc.)		Each
Traffic Loops			
34	Traffic Control Loop Repair		Each
35	Cyclist Control Loop		Each

*Per County of San Diego SDRSD 24A/B (Type D-Phase I/II).

Vista Irrigation District
RFP – Annual AC Paving Services – FY2024

Bid price per square foot applies to all square footage in the range on a per project basis (non-incremental). Bidder proposes and agrees, if the proposal is accepted, that Bidder will execute a contract with the District in the form set forth in the contract documents and will accept in full payment thereof the following prices, given above.

Signature

Date

Please attach all supplemental documents to the Fee Response Sheet

ATTACHMENT 2
Vista Irrigation District Insurance Requirements

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability: \$2,000,000 per occurrence** for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general and products-completed operations aggregate limit is used, either the general and products-completed operations aggregate limit shall apply separately to this project/location or the general and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per occurrence for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and authorized volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

CONTRACTOR's insurance, using ISO endorsement CG2010, CG2037, or equivalent, or as a separate owner's policy.

2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, or authorized volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute within.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the DISTRICT, except for non-payment of premium for which ten (10) days prior notice will be given. For purposes of this notice requirement, any adverse material change in the policy prior to its expiration shall be considered a cancellation. The CONTRACTOR shall, upon demand of the DISTRICT, deliver to the DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon.

Acceptability of Insurers

NOTICE: To be acceptable, insurers must meet one of the following criteria:

A. Be an "admitted insurer" in the State of California for the classes of insurance required and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A" or better and a financial rating of VII or better.

B. If not an "admitted insurer" in the State of California, for all of the classes of insurance required, have an agent for service of process in California and, in accordance with the current A.M. Best Company Rating, have a policy holder's rating of "A" or better and a financial rating of VII or better.

Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the standard ACORD insurance form or on another form approved by the DISTRICT, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ATTACHMENT 3
PREVAILING WAGE REQUIREMENTS

- A. CONTRACTOR hereby expressly acknowledges and agrees that the DISTRICT has never previously affirmatively represented to CONTRACTOR, its employees or agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development, construction (as defined by applicable law) and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, CONTRACTOR shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, the DISTRICT will enforce all penalties required by law for CONTRACTOR’s failure to pay prevailing wages.
- B. Labor Code of California. The CONTRACTOR's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.
1. In accordance with Section 1773 of the Labor Code, the Board of Directors of the DISTRICT has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the DISTRICT's principal office, and are available to any interested party on request. CONTRACTOR shall post a copy of said document at each job site.
 2. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. In accordance with Labor Code Section 1771.4, the CONTRACTOR shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly in a format prescribed by the Labor Commissioner.
 3. Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
 8. Pursuant to Labor Code Section 1813, it is stipulated hereby that the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit \$25 for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

5. The CONTRACTOR is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the CONTRACTOR will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by CONTRACTOR in connection with this Contract.
6. Pursuant to Labor Code Section 1775, it is hereby stipulated that the CONTRACTOR shall, as a penalty to DISTRICT, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the work under the contract by CONTRACTOR or by any subcontractor under the CONTRACTOR.
7. Pursuant to Labor Code Section 1771.4, the performance of the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, and the CONTRACTOR shall post job site notices as prescribed by regulation.

ATTACHMENT 4
STATE LAW MANDATED CONTRACT PROVISIONS

- A. Licenses. The CONTRACTOR shall be properly licensed and shall not employ a subcontractor who is debarred pursuant to Labor Code Sections 1777.1 and 1777.7.
- B. Assignment of Rights. By entering into this Agreement, the CONTRACTOR offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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 pursuant to the Agreement. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
- C. Trenches.
1. If the CONTRACTOR is required to dig a trench or other excavation that extends deeper than four feet below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT of the following:
 - a. Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that are required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated; and
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the agreement.
 2. Upon notice, if the DISTRICT determines after an investigation that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the DISTRICT may issue a change order to reflect the differing conditions.
 - a. For all Agreements involving an expenditure of \$25,000 or more where an excavation of any trench five feet or more in depth is expected, the CONTRACTOR shall submit 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. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The project shall not proceed unless the DISTRICT or a registered civil or structural engineer, employed by the

DISTRICT, to whom authority to accept has been delegated, approves such plan.

D. Excavation Requirements.

1. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:
 - a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
2. The DISTRICT shall promptly investigate any aforementioned reported conditions and, if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, then the DISTRICT shall issue a change order under the procedures described in the Contract Documents to reflect the increase or decrease in cost.
3. In the event that a dispute arises between the DISTRICT and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided in the Contract Documents, but shall proceed with all work to be performed. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

E. Third Party Claims. Both the DISTRICT and CONTRACTOR shall timely notify the other party upon receipt of any third-party claim relating to the project.

F. Retention of Securities. The CONTRACTOR may substitute securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those monies to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR.

Alternatively, the CONTRACTOR may request and the DISTRICT shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At

the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. Upon satisfactory completion of the contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the DISTRICT, pursuant to the terms of Section 22300 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

- G. Enforcement of Wage Laws. The statutory provisions for penalties for failure to pay prevailing wages, if applicable, and for failure to comply with all applicable wage and hour laws will be enforced by the DISTRICT.
- H. Relocation of Utilities. CONTRACTOR shall be compensated on the same basis and as it is being paid under this Agreement for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility.
- If the CONTRACTOR while performing the contract discovers utility facilities not identified by THE DISTRICT in the contract plans or specifications, it shall immediately notify THE DISTRICT and the owner of the utility in writing.
- I. Resolution of Payment Disputes. The DISTRICT's payment of any undisputed contract amount to CONTRACTOR is contingent upon CONTRACTOR furnishing the DISTRICT with a release of all claims against the DISTRICT arising by virtue of this Contract related to those amounts.
- J. Child and Family Support. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, CONTRACTOR has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the Employment Development Department, regardless of what agency grants the funds.

- K. Interest on Progress Payment Requests. Pursuant to Public Contract Code Section 20104.50, whenever the CONTRACTOR properly files a request for payment, and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the DISTRICT shall include interest at the legal rate set forth pursuant to Section 685.010 of the Code of Civil Procedure if payment has not been made by the thirtieth (30th) day after the proper submission of the claim. If a request for payment has not been properly filed at an earlier date, then the request shall be deemed to be properly filed on the next business day after the CONTRACTOR provides written notification to the DISTRICT or Engineer that the CONTRACTOR accepts the final estimate as prepared by the DISTRICT.
- L. Workers' Compensation. CONTRACTOR acknowledges that in accordance with the provisions of Section 3700 of the Labor Code, it will secure the payment of compensation to its employees, and by executing the Contract CONTRACTOR certifies as follows: "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.

ATTACHMENT 5
LABOR AND MATERIAL BOND
(PAYMENT BOND)

WHEREAS, the VISTA IRRIGATION DISTRICT, by Resolution No. ____, passed _____, 20 __, has awarded to _____ (hereinafter designated as the "Principal"), a contract for: _____; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond as security for the payment of labor and materials, equipment or other supplies in connection with the performance of said contract.

NOW, THEREFORE, WE _____, as Principal, and _____, as surety, are held and firmly bound unto the VISTA IRRIGATION District (hereinafter called the "District"), in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for payment of such sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally by these presents.

If said Principal, or any subcontractor of said Principal, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department, said surety will pay the same in the amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, reasonable attorney fees to be fixed by the court. This bond shall inure to the benefit of the District and of any persons, companies, or corporations, or their respective assigns, entitled to file claims under applicable State law, including but not limited to California Civil Code Section 3181.

Surety and Contractor shall provide District notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said contract, shall not in any way release either said Principal or said Surety thereunder, nor shall any extensions of time granted under the provision of said contract release either said Principal or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the ___ day of _____, 2__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Surety (Seal)

Principal (Seal)

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing Address of Surety)

(Mailing Address of Principal)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF PRINCIPAL)

MUST BE NOTARIZED

Any claims under this bond may be addressed to: (Check one)

Surety's agent for service
of process in California:

Surety Company

Name

Street Number

(1) Street Number

City, State and Zip

City, State and Zip

Telephone Number

(2) Telephone Number

By _____
(Attorney in Fact or other
Representative)

(Attach Acknowledgment)

Company

Street Number

City, State and Zip

Telephone Number

To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of California Code of Civil Procedure Section 995.660.

(Notice: No substitution or revision to this bond form will be accepted.)

ATTACHMENT 6
FAITHFUL PERFORMANCE BOND

WHEREAS, the VISTA IRRIGATION DISTRICT, by Resolution No. _____, passed _____, 20 __, has awarded to _____, (hereinafter designated as the "Principal"), a contract for _____; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligations in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District's obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and the District, and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount properly paid by the District to the Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor (in accordance with the Contract Documents for this Contract) that may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District.

Surety and Contractor shall provide District notice thirty (30) calendar days prior to any modification, renewal, or termination of this bond.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named therein, on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Surety (Seal)

Principal (Seal)

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing Address of Surety)

(Mailing Address of Principal)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF PRINCIPAL)

MUST BE NOTARIZED

Any claims under this bond may be addressed to: (Check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

(3) Street Number

City, State and Zip

City, State and Zip

Telephone Number

(4) Telephone Number

By _____
(Attorney in Fact or other
Representative)

(Attach Acknowledgment)

() _____
Company

Street Number

City, State and Zip

Telephone Number

To be approved by DISTRICT, sureties must be licensed to do business in and have an agent for service of process in California and (a) be on the accredited list of the United States Treasury Department, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department, or (b) satisfy the requirements of California Code of Civil Procedure Section 995.660.

(Notice: No substitution or revision to this bond form will be accepted.)

ATTACHMENT 7
BID PROTEST

Any bid protest must be in writing and received by the Board Secretary at 1391 Engineer Street, Vista, CA 92081 before 5:00 p.m. no later than three (3) working days following bid opening (the “Bid Protest Deadline”) and must comply with the following requirements:

a. **General.** Only a bidder who has actually submitted a bid is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

b. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the bid documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

c. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

d. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by the Board Secretary at 1391 Engineer Street, Vista, CA 92081 before 5:00 p.m., within three (3) working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.