



CAMBRIA COMMUNITY SERVICES DISTRICT

**NOTICE INVITING BIDS, PROPOSAL,
CONTRACT AND SPECIAL PROVISIONS
FOR**

CAMBRIA SKATEPARK PROJECT

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CAMBRIA COMMUNITY SERVICES DISTRICT NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids with online bid price submittal will be received by the Purchasing Representative of the Cambria Community Services District (“District”), for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the Cambria Skatepark Project, in strict accordance with the specifications on file at the District offices, located at 2150 Main St., Cambria CA 93428.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered and all other required documents for the bid proposal packet must be uploaded to the DemandStar system (<https://network.demandstar.com/>) no later than **11:00** a.m. on **June 8, 2026**. No late bids will be accepted. No other method of bid submittal will be accepted.

Bids will be made publicly available via DemandStar on the date specified above.

LOCATION OF THE WORK: The work to be performed hereunder is located adjacent to 1043 Main Street, Cambria, CA.

MANDATORY PRE-BID MEETING: There will be a **mandatory** pre-bid meeting on **May 19, 2026, at 10:00 a.m. at the project site (or the office)**. Failure to attend may result in your bid being declared non-responsive.

DESCRIPTION OF WORK: The work to be performed shall include, but not be limited to:

Introduction/Summary

The Cambria Community Services District is inviting bids from qualified licensed contractors for construction services for the Cambria Skate Park Project. This bid is for construction only. All design, engineering, and permitting have been completed or are being completed under separate contracts. The intent of the Project is for the selected contractor to provide all labor, materials, equipment, and supervision necessary to construct the skate park and associated site improvements in accordance with approved plans, specifications, and District standards. The project includes the construction of a community skate park and associated site improvements, including a parking area, retaining wall, and frontage, drainage, and utility improvements on an approximately 1.4-acre parcel located at 975 Main Street, Cambria, California. (Assessor’s Parcel Number [APN] 013-101-072) in the unincorporated community of Cambria in San Luis Obispo County, California.

Existing Conditions

The project site consists of an approximately 0.5-acre area situated in the southwestern portion of a 1.4-acre parcel (APN 013-101-072) located off of Main Street in the unincorporated community of Cambria in San Luis Obispo County, California. The project parcel is located within the County of San Luis Obispo Commercial Retail (CR)

land use designation and is currently developed with an approximately 5,000-square-foot paved area surrounded by a fence on the western and northwestern perimeter and associated disturbed areas. The remaining portions of the parcel are undeveloped. The project site consists of relatively flat topography and is bound by Main Street to the southwest and steep slopes to the northeast. The project site comprises developed and disturbed land and has been previously developed with skate park infrastructure and used as a community skate park for approximately 20 years. These features were removed due to safety concerns, and only a concrete pad remains. While operational, the skate park attracted approximately 20 visitors per week and operated between the hours of 8:00 a.m. and dusk. There are existing trees located within the northwestern portion of the project site. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) panel 06079C0528H (effective date 5/16/2017), portions of the project site are located in Zone AE, an area with a 1 percent annual chance of flood. There are no mapped wetlands or drainages located on the project site. Surrounding land uses include single-family residences to the north and northeast, Cambria Public Library to the east, and commercial retail uses to the south and west.

Proposed Project

The project includes the construction of a 5,500-square-foot skate park. The proposed skate park would be enclosed by a new 6-foot-tall steel fence. Site preparation for the construction of the skate park would require demolition of approximately 5,000 square feet of existing asphalt pavement and removal of the existing fence, which would be conducted in accordance with applicable San Luis Obispo Air Pollution Control District (SLOAPCD) requirements, including asbestos-containing material (ACM) procedures if applicable. The skate park would be developed with architectural skate park features, including ramps, rails, ledges, and other features. The proposed pre-fabricated restroom facility would be approximately 98 square feet in size and will be installed on a proposed building pad within the southeastern portion of the fenced area of the skate park by a separate contractor. The restroom facility would require the installation of water and sewer lines to connect to the existing utility lines along Main Street, as well as electrical service per the electrical plans. The parking lot would be constructed immediately southeast of the fenced skate park and would be approximately 10,000 square feet in size, consisting of a total of seven parking spaces, including one Americans with Disabilities Act (ADA) parking space, as well as concrete curbs and valley gutters. All project features would be constructed in accordance with the most recent California Building Code (CBC), San Luis Obispo County Building and Construction Requirements, Fire Safety Standards (CZLUO Section 23.05.086), and Flood Hazard Standards (CZLUO Sections 23.07.064 and 23.07.066).

The project includes the installation of additional site improvements, including the construction of drainage infrastructure, a retaining wall, and utility and frontage improvements. Proposed drainage improvements include the construction of a rock-lined swale along the eastern and northern portions of the skate park and parking area that would drain into a proposed 950-cubic-foot detention basin in the northwestern portion of the project site. Rock slope protection (RSP) would be installed along the

proposed drainage basin to prevent erosion. An 8-inch storm drain would be installed underground through the project site to capture stormwater flows from the site and direct them toward the proposed drainage basin. The proposed retaining wall would be 60 feet in length and 4 feet in height and would be constructed along the northern corner of the site. The project also includes the construction of frontage improvements and utility infrastructure improvements within the County of San Luis Obispo right-of-way (ROW) along Main Street. Proposed frontage improvements include the construction of a sidewalk, curbs, and gutters, and proposed utility improvements include the installation of a 4-inch polyvinyl chloride (PVC) sanitary sewer line and a 1-inch PVC waterline. Frontage improvements would be constructed in accordance with County Public Works design requirements. The project would relocate an existing streetlight to the west of the skate park along Main Street. Additionally, landscaping and fencing would be installed throughout the project site in accordance with the Landscaping Plan that has been prepared for the project. **Installation shall conform to the approved civil plan set.**

The project would require the removal of five trees from the northwestern portion of the project site, including two arroyo willow trees (*Salix lasiolepis*) that would be relocated within the proposed stormwater basin. The project would require a total of 0.47 acres of ground disturbance, including 0.27 acres of ground disturbance on-site, 0.2 acres of ground disturbance associated with the proposed frontage improvements, and a total of 800 cubic yards of cut and 250 cubic yards of fill. The maximum depth of excavation would require an additional 7 feet of excavation for the construction of the proposed project features, including the retaining wall, drainage basin, and rock-lined swale. Construction activities would be conducted in accordance with standard SLOAPCD fugitive dust measures and diesel-idling restrictions, County inadvertent discovery requirements (CZLUO Section 23.05.140), and County erosion and sedimentation control measures during construction (CZLUO Section 23.05.036). The project would result in approximately 15,000 square feet of impervious surface area on-site. Project construction is expected to occur over a period of six months beginning in the spring or summer of 2026. During this time, minor traffic controls may be required during the construction of frontage improvements; however, no lane closures would occur. The staging area would be located on a previously disturbed portion of the project site within the proposed parking lot. All construction activities would occur during daylight hours and would be conducted in compliance with applicable County noise regulations and daytime construction exceptions (CZLUO Section 23.06.042).

Project Detail / Scope of Work

General Site Preparation:

- Site staking of layout (Marking project layout, including exact restroom location)
- Identification and marking of any existing underground utilities on site
- Install any required erosion control
- Install the retaining wall identified in the approved civil plans
- Install sleeves/conduit in the retaining wall footings to allow the passage of restroom utilities through the footings per the civil plans
- Demolition/Clean-up of existing site/structures and/or vegetation to be removed

- Rough surface grading of entire site (Park, restroom and parking lot)
- Install any underground drainage
- Soil compaction
- Trenching for utilities
- Fine grading & Feature shaping

Restroom Facility Location Preparation:

(Upon completion of general site prep listed above)

Utilities run and are prepped for foundation work

- Any additional fine grading and soil compaction
- Subgrade pad prepared per restroom building requirements
- Sidewalk form construction post-restroom building installation.
- Sidewalk concrete pour post-restroom building installation
- Electrical service shall be stubbed out to the designated connection point by the contractor.

Construction of Skate Park:

(Completion of site prep as listed above)

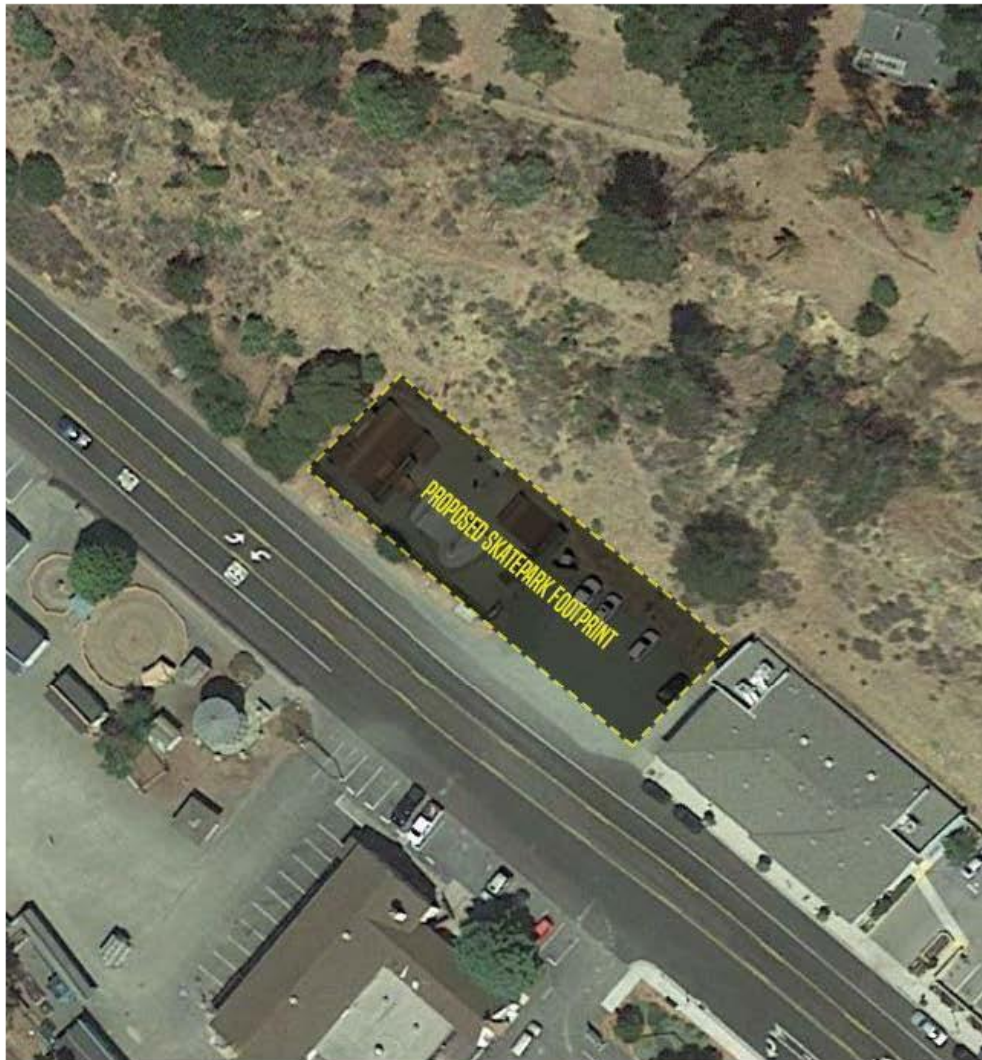
- Form & Rebar Skate Features (Per design documents)
- Concrete Skate Features
- Jointing & Details
- Form & Rebar Skate Flatwork
- Concrete Skate Flatwork
- Jointing & Details

Construction of Parking Lot:

- Fine Grade & Aggregate Base
- Asphalt
- Striping

Project Review:

- Project walk-through with stakeholders to identify any remaining tasks
- Address any remaining issues
- Final walk-through to confirm all issues addressed



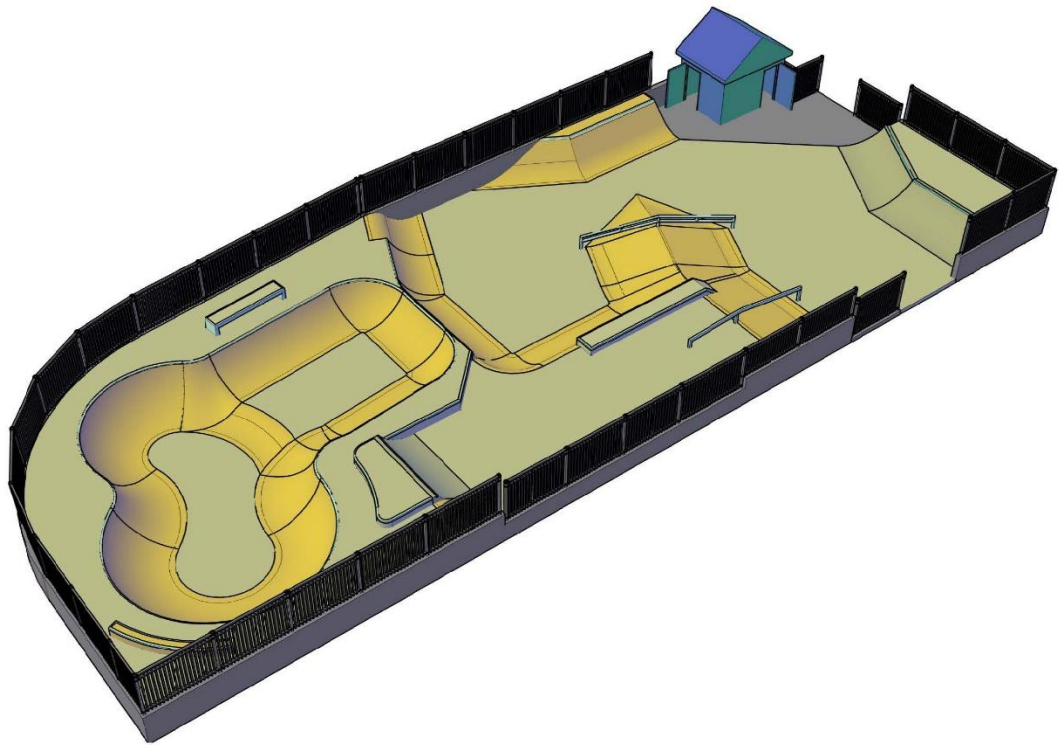
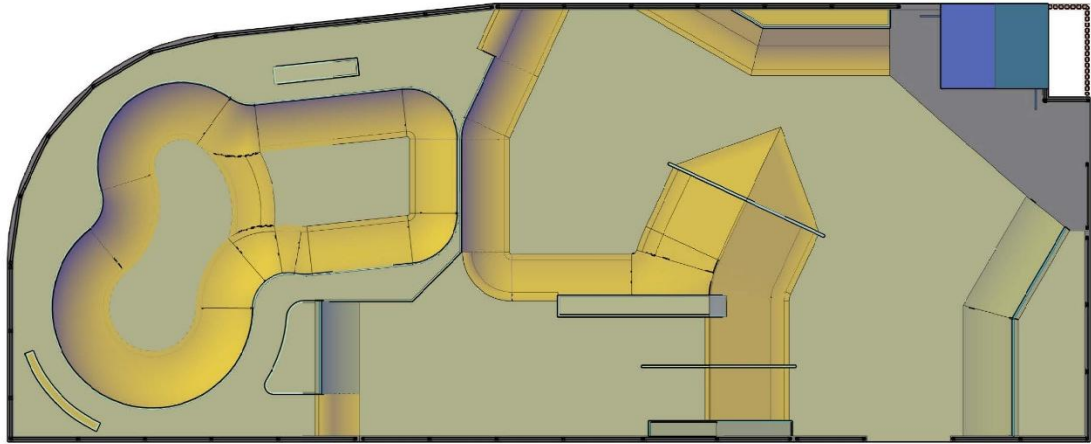
Preliminary Design Concept of Skate Park Facility:

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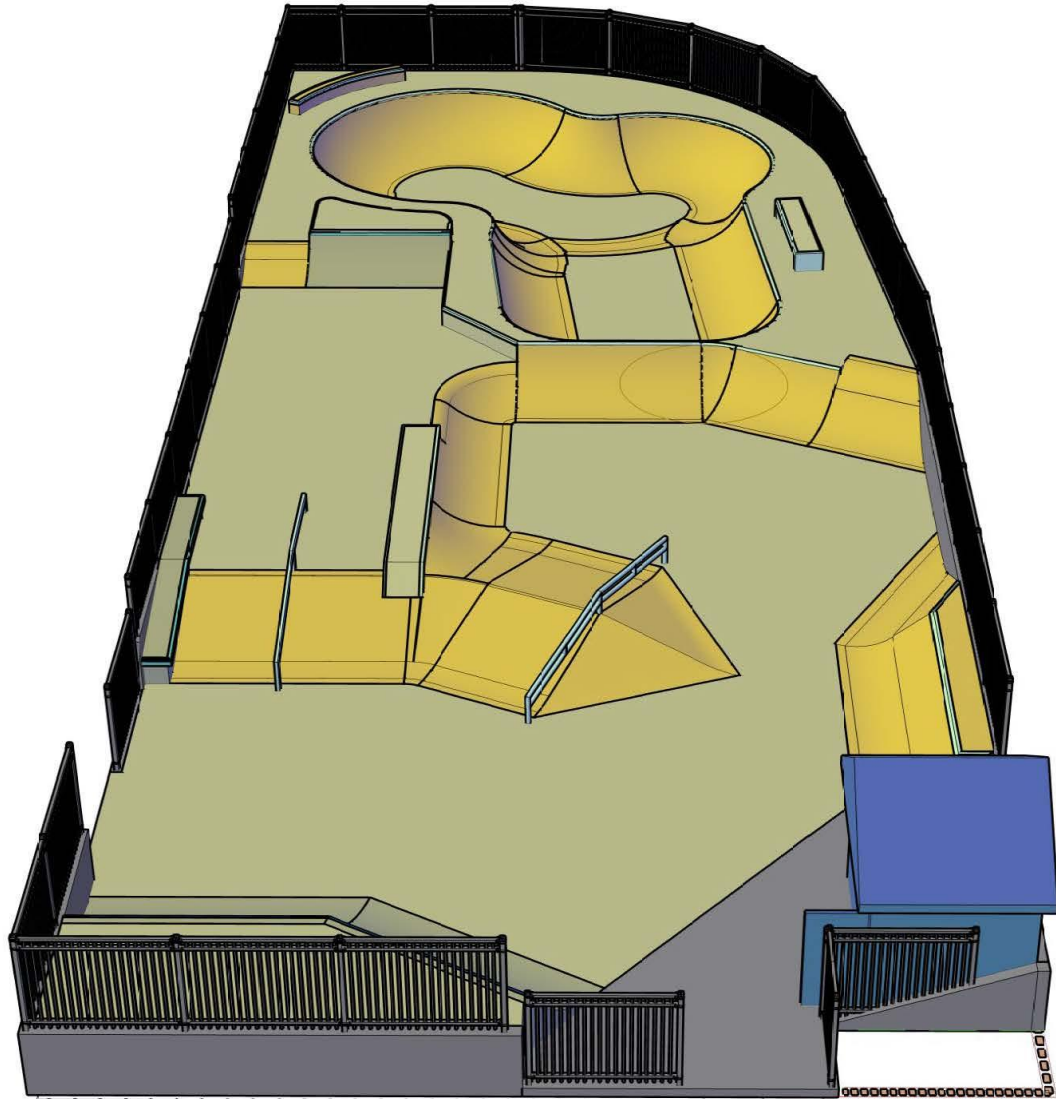


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The Engineer's construction cost estimate for the Project is \$1,146,337.

LICENSE REQUIREMENT: Prime Contractor must possess a valid Class A Contractor's license. At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3. certified in accordance with California Labor Code Section 3099. Proof of Certification shall be provided to the District prior to commencement of work.

COMPLETION OF WORK AND LIQUIDATED DAMAGES: All work shall be completed in a total of **One Hundred Eighty (180) Working Days** from the date specified in the Notice to Proceed. Liquidated damages shall be **Three Thousand Dollars (\$3,000)** per Calendar Day, for each and every Calendar Days delay in finishing the work.

AWARD OF CONTRACT: The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose bid complies with all the requirements prescribed. The District reserves the right, after opening bids, to reject any or all bids, to waive any informality in a bid, to make awards in the interest of the District, and to reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid shall be accompanied by a scanned copy of a certified or cashier's check or corporate surety bond issued by a surety company, admitted to do business in the State of California, on the form furnished by the District as guarantee that bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Workers' Compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract ("Performance Bond") and for the payment of claims of materialmen and laborers thereunder ("Payment Bond"). Said check or bidder's bond shall be in an amount of not less than ten percent (10%) of the amount of the bid. **Bidders with the three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the District at 2150 Main St., Cambria CA 93428 within five business days of the bid opening date. Failure to submit the original check or bidder's bond may result in the bid being declared non-responsive.** The Performance and Payment Bonds shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. Failure to submit acceptable Payment and Performance Bonds as required shall result in a rejection of the bid and a forfeiture of the proposal guarantee.

PREVAILING RATES OF WAGES: Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, *et seq.*

The District is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of

this Agreement to the same extent as though set forth herein, and will be complied with by Contractor. Contractor shall abide by all applicable Sections of the California Labor Codes including Sections 1770 - 1781, *et seq.* In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dir/databases.html>. The Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The District reminds all contractors and subcontractors of the adoption of Senate Bill 96 – Amendments to California Prevailing Wage Law Requires Additional Measures by Public Agencies, Contractors and Subcontractors, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The District requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the District will not award a contract to and no contractor or subcontractor will be allowed to work on a District public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work

LABOR REGULATIONS: The Contractor shall comply with all applicable requirements of the California Labor Code.

SECURITY FOR COMPLETION OF WORK: The Contract Documents establish a provision for monthly progress payments based upon the percentage of work completed as determined by the Engineer. The District will retain a portion of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the District will pay the amount so retained upon compliance with the requirements of California Public Contract Code § 22300 and the provisions of the Contract Documents, Special Provisions Subsection 9-3.2.2 pertaining to "Substitution of Securities."

PROJECT ADMINISTRATION: All questions relative to this project prior to opening bids must be submitted via DemandStar at support@demandstar.com no later than five (5) business days prior to the bid opening date as this would not allow time to respond to all plan holders. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission.

Requests submitted for the District's consideration of proposed terms and conditions, including modifications to the District's IFB and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this FIB, which will be released and posted on DemandStar.

General process questions may be directed to the following:

Matthew McElhenie at mmcelhenie@cambriacsd.org

CAMBRIA COMMUNITY SERVICES DISTRICT

Published by:

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INSTRUCTIONS TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS

1. CONTRACT DOCUMENTS: The Contract Documents shall consist of:

- a) Permits and Agreements
- b) Contract
- c) Addenda
- d) Instructions to Bidders, Proposal Requirements and Conditions
- e) Special Provisions
- f) Contract Plans
- g) Standard Plans
- h) Standard Specifications for Public Works Construction, current edition
- i) Reference Specifications

all of which are on file at the District office, located at 2150 Main St., Cambria CA 93428, and are hereby referred to and made a part hereof.

2. BID PROPOSALS: To be considered, bids shall be made in accordance with the following instructions:

- a) For the convenience of bidders, the "SCHEDULE OF WORK" has been posted on the District's DemandStar system. Bidders must enter their unit price information online in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS included herein. Unit prices must be entered online and then the extended prices and total bid price will be automatically calculated.
- b) Bids shall be submitted only on bid items stated in the Bid Documents; bids on other bases will not be considered. Bids that are not submitted on the prescribed forms, and in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS may be rejected.
- c) Unless called for, additive bids will not be considered.
- d) Pursuant to the provisions of Public Contract Code § 4101 to 4108, inclusive, every Bidder shall set forth in its bid:
 - 1) The Bidder shall list the name, license number, and location of the place of business of each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%)

of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- 2) The bid item numbers and the percentage of the bid item subcontracted.
- e) In the event additive bids are called for and the Bidder intends to use different or additional subcontractors on the additive(s), the Bidder shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or additive bids.
- f) If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2%) of the Bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater, the Bidder agrees to perform that portion of work itself. The successful Bidder shall not, without the consent of the District, either:
 - 1) Substitute any person, firm or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
- g) Bids shall be accompanied by a certified or cashier's check or an acceptable corporate bid bond on the form furnished by the District for an amount not less than ten percent (10%) of the bid, made payable to the order of the District. The check or bid bond shall be a guarantee that the Bidder will enter into a contract and provide all required insurance and bonds if awarded the work; and in case of refusal or failure to enter into the contract, the check or bid bond shall be forfeited. The District will return Bidder's check if the project is not awarded to Bidder.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090.

- h) Before submitting a bid, bidders shall carefully examine the work site, the Contract Documents and the form of Contract and shall fully inform themselves about all existing conditions and limitations. Bidders shall include in their bids a sum to cover the cost of all work included in the Contract.
- i) Bid prices must be entered and the bid proposal packet must be uploaded to the DemandStar system on or before the day and hour set for the bid opening in the Notice Inviting Bids. No other method of bid submittal will be accepted. Bidders with the three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the District at

2150 Main Street #1-A, Cambria CA within five business days of the bid opening date.

- j) A bid may be considered non-responsive if it does not comply with the requirements set forth in these bid documents. A responsive bid is one that complies with the solicitation in all acceptability and material respects and contains no material defects.
3. WITHDRAWAL OF BIDS: Bids may be withdrawn at any time before the bid deadline.
 4. INTERPRETATION OF DRAWINGS AND DOCUMENTS; REQUESTS FOR CLARIFICATION: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans and specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he shall submit to the Purchasing Representative a written request for all interpretations or corrections thereof via email to the Project Manager prior to the deadline for submitting questions, as set forth in the Notice Inviting Bids section herein. Any clarification or correction of the proposed documents will be made only by Addendum duly issued, with notice provided to all firms who downloaded the bid documents from the District's website. The District is not responsible for any other explanations or interpretations of the proposed documents.
 5. ADDENDA TO THE CONTRACT DOCUMENTS: Any addenda issued during the time of bidding, or forming a part of the Contract Documents after the Bidder has downloaded the bid documents from the District's website, shall be taken into account in the bid and shall be made a part of the Contract.

Addenda may be issued by the District for any reason, including but not limited to, clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid.

Bidders will be notified of such Addenda during the period of advertising either by email or posting on the District's website, provided however, each Bidder shall be solely responsible for obtaining any such Addenda.

The Bidder shall acknowledge the receipt of Addenda on the District's DemandStar system.
 6. BIDDER RESPONSIVENESS: Failure of the Bidder to provide requested information in a complete and accurate manner may be considered non-responsive resulting in rejection of the bid. The use of "N/A" or "n/a" in response to any request for information without an explanation as to why that abbreviation is being used may render the bid non-responsive.
 7. OPENING BIDS: Bids will be publicly available via DemandStar at the time and date set in the Notice Inviting Bids.

8. **AWARD OR REJECTION OF BIDS AND EXECUTION OF CONTRACT:** The award of the Contract will be as of the date specified in the Notice of Award issued by the District. The award of the Contract shall not constitute a binding obligation on District until the Contract has been lawfully executed by all parties and the Contractor has submitted all required insurance certificates and bonds to the District.

The Contractor shall not commence work in advance of the execution of the Contract, the delivery of the bonds and insurance certificates, as specified above and purchase order issuance.

The award of the Contract, if it is awarded, will be to the responsive and responsible Bidder who submitted the lowest Bid complying with these Proposal Requirements and Conditions and with the Notice Inviting Bids. The lowest bid shall be the lowest bid price on the base contract without consideration of the Additive Bid Items. Such award, if made, will be made within ninety (90) Calendar Days after the opening of the proposals. The ninety (90) Calendar Days period shall be subject to extension for such further period as may be agreed upon in writing between the District and the Bidder(s) concerned. All bids will be compiled on the basis of the estimated quantities of work to be done as shown in the Proposal. However until an award is made, the District reserves the right to reject any and all bids or to waive any informality in bids received, if doing so is deemed to best serve the interest of the District.

9. **CONTRACT AND BONDS:** The Contract, which the successful Bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the Bidder.

The successful Bidder, simultaneously with his execution of the Contract, will be required to furnish a Payment Bond and a Performance Bond. Said bonds shall be in the form of the two (2) sample bonds included in these Contract Documents and based upon conditions specified in the Standard Specifications Section 1-7.2, "Contract Bonds," and as specified in the Special Provisions and shall be secured from a surety company satisfactory to the District.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090. Failure to submit acceptable Payment and Performance Bonds as required shall result in rejection of bid and forfeiture of the proposal guarantee.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents will be made without securing the consent of the surety or sureties on the Contract bonds.

The Contract shall be signed by the successful Bidder, and delivered to the District together with the Contract bonds within ten (10) days of the date specified in the

Notice of Award issued by the District, not including Saturdays, Sundays, and legal holidays. The Contractor shall submit insurance certificates electronically in accordance with section 5-4 of the Standard Specifications and as set forth in the Contract Documents. The executed Contract, together with the required bonds, will be filed with the Clerk of the District.

Failure of the lowest responsive and responsible Bidder to execute the Contract and file acceptable insurance certificates and bonds as provided herein within ten (10) days of award of the Contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the bid bond. The successful Bidder may file with the District a written notice, signed by the Bidder or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

10. SPECIAL NOTICE: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other contractor.
11. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interested in more than one bid as prime contractor for the same work.
12. BIDS TO BE LEFT ON DEPOSIT: No Bidder may withdraw its bid for a period of ninety (90) Calendar Days after the time set for opening thereof. However, the District will return all certified checks within fifteen (15) days, not including Saturdays, Sundays, and legal holidays, after the award of the Contract or rejection of the bids, as the case may be, to respective Bidders whose bids are not accepted.
13. NON-COLLUSION DECLARATION: All Bidders shall submit with their bids an executed non-collusion declaration on the form provided in the bidding documents. Failure to provide completed form may result in the bid being deemed non-responsive.
14. SUBSTITUTIONS: Where the Specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, he shall request approval therefor as set forth in 4-6 of the Standard Specifications.
15. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any Contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such

assignment has had the prior written approval of the District and the surety has been given due notice of such assignment in writing.

16. OTHER REQUIREMENTS: Before entering into a Contract, the Bidder to whom the Contract has been awarded shall satisfy all insurance requirements per Section 5-4 of the Standard Specifications and such insurance shall be maintained in full force and effect at its own expense during the life of this Contract.

Upon request, the successful Bidder shall furnish to the District a statement of its financial condition and previous construction experience or such other evidence of his qualifications.

17. LABOR CODE:

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

All contractors and subcontractors who plan to bid on a public works project (the definition of "public works" is found at Labor Code Section 1720, *et seq.*) when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The CITY requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. By submitting a bid for District Department of Public Works and Transportation project, the contractor acknowledges the above requirements and agrees to maintain a valid Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

- a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b) Pursuant to Labor Code Section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition to the requirement for submittal of certified payroll records to the District, contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

Contractors and subcontractors shall be responsible for complying and staying current with all DIR requirements and regulations. More information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Attention is directed to Labor Code § 1735 of which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in the Government Code §12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall abide by the provisions of the California Labor Code § 1770-1781, *et seq.* In accordance with the provisions of the California Labor Code § 1773, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City Clerk of the District and will be made available to any interested party upon request. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

The District will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the District on the Contract.

The Contractor shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

18. RESERVATION OF RIGHTS:

The District reserves the right to:

- a) Disqualify any Bidder in accordance with the instructions herein.
- b) Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities, contain any interlineations or alterations, or found to be not responsive to this Invitation for Bids (IFB).
- c) Investigate the qualifications of any Bidder under consideration.
- d) Require confirmation or clarification of information furnished by the Bidder.
- e) Require additional evidence of Bidder's ability to perform the Work described in these bid documents.
- f) Contact the submitted references to confirm information provided in the bid.
- g) Postpone or cancel the entire IFB or a portion thereof.
- h) Postpone the bid opening or award for its own convenience.
- i) Award a Contract in part or in combination of items.
- j) Issue subsequent IFB.
- k) Seek the assistance of outside technical experts to review the bids.
- l) Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Bidder.
- m) Waive any errors or informalities in any bid to the extent permitted by law.
- n) Require bidder to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o) Determine, at the District's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.

BIDDER'S PROPOSAL

THE UNDERSIGNED, HAVING CAREFULLY EXAMINED ALL OF THE CONTRACT DOCUMENTS; PERMITS ISSUED BY JURISDICTIONAL REGULATORY AGENCIES; CONTRACT; CONTRACT ADDENDA; INSTRUCTIONS TO BIDDERS; PROPOSAL REQUIREMENTS AND CONDITIONS; SPECIAL PROVISIONS; THE PLANS; STANDARD PLANS; STANDARD SPECIFICATIONS; REFERENCE SPECIFICATIONS; AND ALL OTHER INFORMATION PROVIDED BY FOR THE CONSTRUCTION LISTED ABOVE IN AND FOR THE DISTRICT, IS FAMILIAR WITH THE CONDITIONS, HAVING PERSONALLY VISITED THE SITE OF THE WORK, AND HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND ALL INCIDENTAL WORK NECESSARY TO DELIVER ALL THE IMPROVEMENTS COMPLETE, IN PLACE AND IN STRICT CONFORMITY WITH THE CONTRACT DOCUMENTS, FOR THE UNIT PRICES NAMED IN THE FOLLOWING SCHEDULE OF WORK, ENTERED THROUGH THE DEMANDSTAR SYSTEM.

Bidder's Company Name (please print or type)

Signature of Bidder

Print Name

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to access the DemandStar system and ensure successful online submission of your bid In the event you encounter technical difficulties during the uploading process, please contact the DemandStar system team (M-F from 8 a.m. to 5 p.m.) :
support@demandstar.com

Bid prices must be entered and the bid proposal packet must be uploaded to the DemandStar system no later than the date and time indicated in the Notice Inviting Bids. No late bids will be accepted. No other method of bid submittal will be accepted.

INFORMATION REQUIRED OF BIDDERS

In determining the lowest “responsible” bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder’s experience on this form. **Failure of the Bidder to provide requested information in a complete and accurate manner may render the bid non-responsive.** Additionally, the District reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible in accordance with applicable law.”

The Bidder shall supply the following information. Use additional sheets as necessary.

1. Contact person name: _____ Email: _____
 Address: _____
 Telephone: () _____ Fax: () _____
2. Type of firm (Individual, Partnership, or Corporation): _____
3. State Contractor’s License Number and Classification: _____
4. DIR Registration Number: _____ Expiration Date _____
5. Number of years your firm has operated as a contractor: _____
6. Number of years your firm operated under its present business name: _____
7. List the **names and addresses** of all principals or officers authorized to bind your firm.

Name:	Address:

8. List any project(s) your firm has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client’s name, contact person, current telephone number, email address, and provide a brief description of the grounds for the termination.

Check appropriate box: None See list below

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

9. List projects of similar nature to the **Cambria Skatepark Project** your firm is **currently** constructing. For each project, list the type of project, contract amount, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None See list below

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address

Description:

10. List projects of a similar nature to the **Cambria Skatepark Project** your firm has **completed** within the last five years. For each project, list the type of project, contract amount, date of completion, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None See list below

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

11. List the name of the person(s) (**A MINIMUM OF ONE**) who inspected the site of the proposed work for your firm.

Name:	Date of Inspection:

12. Complete the following in conformance with Labor Code Section 1725.5:

Name of Subcontractor	Registered with DIR?	DIR Registration No.
-----------------------	----------------------	----------------------

	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	

13. If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request may render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

THE DISTRICT RESERVES THE RIGHT TO REJECT ALL BIDS

The undersigned understands the contract time limit allotted for the completion of the work required by the Contract is **One Hundred Eighty (180) Working Days**

The undersigned agrees, if awarded the Contract, to sign the Contract and furnish the necessary insurance certificates and bonds within ten (10) days of the date specified in the Notice of Award of Contract, not including Saturdays, Sundays, and legal holidays, and to begin work within ten (10) Working Days from the date specified in the District's Notice to Proceed. Contract time accounting shall begin on the date shown in the Notice to Proceed.

Accompanying this Bid Proposal is **(check appropriate box)**:

Cashier's Check **Certified Check** **Bid Bond**

Sign Here if Individual:

Signature: _____
Print Name: _____
Address: _____

Affix notary's acknowledgement

(Signature blocks continue on the following page)

Sign Here if Co-Partnership or LLC:

Co-Partnership/LLC Name of Firm: _____

Address: _____

Members Signing:

Signature: _____ Print Name: _____

Address: _____

Signature: _____ Print Name: _____

Address: _____

Affix notary's acknowledgement

Sign Here if Corporation:

Name of Corporation: _____

Address: _____

Officers of Corporation Signing:

Signature: _____ Print Name: _____

Address: _____

Signature: _____ Print Name: _____

Address: _____

If executed by other than President and Secretary of the Corporation, attach a certified copy of resolution authorizing signature on behalf of the Corporation.

Affix notary's acknowledgement

LIST OF SUBCONTRACTORS

The Bidder shall list each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Complete columns (1) and (2) and submit with the bid. Complete columns (3) and (4) and submit with the bid or email to the District within 24 hours after the bid opening. Failure to provide complete information in columns (1) through (4) within the time specified shall render the bid non-responsive.

Subcontractors listed must not be debarred from performing the designated work.

Information must be typed or clearly printed.

BUSINESS NAME AND LOCATION (1)	CONTRACTOR LICENSE NUMBER (2)	BID ITEM NUMBER (SUBCONTRACTORS PROVIDING WORK TO MULTIPLE BID ITEMS OF WORK SHOULD BE LISTED FOR EACH BID ITEM SEPARATELY) (3)	PERCENTAGE OF BID ITEM PRICE SUBCONTRACTED <u>AND</u> DESCRIPTION OF THE PORTION OF BID ITEM WORK TO BE PERFORMED BY SUBCONTRACTOR (4)*
<u>Sample: XYZ Contractors</u>	<u>XXXXXX</u>	2	<u>50% of Bid Item #2; Excess soil export</u>
<u>Sample: XYZ Contractors</u>	<u>XXXXXX</u>	3	<u>20% of Bid Item #3; Topsoil import</u>

*** If you are subcontracting a whole bid item, insert one hundred percent (100%); if less, insert actual percentage.**

NON-COLLUSION DECLARATION-CONTRACTOR
To be Executed by Bidder and Submitted with Bid

The undersigned declares:

I am the _____ [title] of _____ [company name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

FORM OF BID BOND

(10% of the Proposal Amount)

KNOW ALL PERSONS BY THESE PRESENTS that we _____ as Principal, and _____ as Surety, are held and firmly bound unto Cambria Community Services District, hereinafter called the District in the sum of Dollars (\$_____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal submitted to the District a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **Skatepark Project**, and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Bid Proposal shall be rejected; or in the alternate, if said Bid Proposal shall be accepted, and the Principal shall execute and deliver a contract in the prescribed Form of Contract, shall deliver certificates evidencing that the required insurance is in effect and shall execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other respects perform the Contract created by the acceptance of said Bid Proposal, then this obligation shall be void; otherwise this obligation shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a reasonable attorney and expert fees and costs to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the District may accept such a Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

FALSE CLAIMS

Bidder shall complete the False Claims Act Certification below or in the alternative, provide the information requested under False Claims Act Violations below. Failure to certify or provide the requested information shall render the bid non-responsive.

“False Claims Act” as used herein is defined as either or both the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, and the California False Claims Act, Government Code § 12650, *et seq.*

FALSE CLAIMS ACT CERTIFICATION

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Contractor submitting this Bid Proposal or (2) the qualifying person licensed by the State Contractors License Board to perform the work described in this Bid Proposal, shall provide on a separate sheet the following information: (1) the date of the determination of the violation, (2) the identity of the tribunal or court, (3) the identity of the government contract or project involved, (4) the identity of the government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the Agency should be aware.

CIVIL LITIGATION AND ARBITRATION HISTORY

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

For five (5) years preceding the submittal date of this Bid Proposal, identify civil litigation and arbitration arising out of the performance of a construction contract within the State of California in which the (1) Contractor submitting this bid proposal or (2) the qualifying person licensed by the State Contractors Licensing Board to perform the work described in this Bid Proposal was a named as a party in a lawsuit brought by or against the project owner or any action to confirm, vacate or modify an arbitration award involving an owner.

CIVIL LITIGATION AND ARBITRATION CERTIFICATION

If the Bidder has no civil litigation and arbitration history to report as described above, complete the following:

I _____ certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been involved in civil litigation and arbitration as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

Do not include litigation and arbitration which are limited solely to enforcement of mechanics' liens or stop notices. Provide on a separate sheet (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CRIMINAL CONVICTIONS

Bidder shall provide the certification or information requested below. Failure to certify or provide such certification or information shall render the bid non-responsive.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder has no criminal convictions to report as described above, complete the following:

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

For the five (5) years preceding the date of this Bid Proposal is due, identify on a separate sheet any criminal conviction in any jurisdiction in the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this Bid Proposal or (2) by the qualifying person licensed by the State Contractors License Board to perform the work described in the Bid Proposal.

Provide on the following page labeled "Criminal Convictions Information." (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

VIOLATION OF LAW OR A SAFETY REGULATION

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

Yes No

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

Name of bidder (print)

Signature

Address

State Contractors' License No. &
Classification

City

Zip Code

Telephone

CONSTRUCTION CONTRACT FOR CAPITAL IMPROVEMENTS

CAMBRIA COMMUNITY SERVICES DISTRICT
CONSTRUCTION CONTRACT

This Contract is made and entered into on _____, 2026 by and between the Cambria Community Services District, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That the DISTRICT and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:
 - a. Permits and Agreements
 - b. Contract
 - c. Addenda
 - d. Instructions to Bidders, Proposal Requirements and Conditions
 - e. Special Provisions
 - f. Contract Plans
 - g. Standard Plans
 - h. Standard Specifications for Public Works Construction, current edition
 - i. Reference Specifications

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the work of improvement described in the Notice Inviting Bids in accordance with the Plans and Contract Documents.

3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the DISTRICT.

Contractor Information

Address for Notices and Payments:

Attn:

Telephone:

Email:

4. DISTRICT agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of _____ the "Contract Price".

PROJECT NAME
BID NO. XX-XXXX

DISTRICT agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

5. CONTRACTOR agrees to commence construction of the work provided for herein within ten (10) Calendar Days after the date specified in the Notice to Proceed, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction thereof within 180 Working Days after the date specified in the Notice to Proceed.

6. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the DISTRICT will sustain by reason of any delay in the performance of this Contract. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the DISTRICT the following sum: \$3,000 per Calendar Day, for each and every Calendar Days delay in finishing the Work, except plant establishment work, in excess of the number of Working Days prescribed above. The CONTRACTOR shall pay to the DISTRICT the sum \$3,000 per Calendar Day, for each and every Calendar Days delay in completing the plant establishment work in excess of the number of Working Days prescribed above. In no case will liquidated damages be assessed more than \$3,000 per day. If liquidated damages are not paid, as assessed by the DISTRICT, the DISTRICT may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Contract in addition to any other remedy available to DISTRICT. By executing this Contract, CONTRACTOR agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.

7. CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the DISTRICT in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the District. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.

9. CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.

10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed

PROJECT NAME
BID NO. XX-XXXX

under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.

11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.

12. CONTRACTOR, by executing this Contract, hereby certifies:

“I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The DISTRICT, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph.”

CONTRACTOR further agrees to require all subcontractors to carry Workers’ Compensation Insurance as required by the Labor Code of the State of California.

13. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the DISTRICT, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work “Performance Bond”, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished “Payment Bond.” This Contract shall not become effective until such bonds are supplied to and approved by the DISTRICT.

14. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.

15. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the DISTRICT. Any time an approval, time extension, or consent of the DISTRICT is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.

16. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.

17. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

PROJECT NAME
BID NO. XX-XXXX

18. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.

19. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

20. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards, and ordinances.

21. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

22. This Contract is to be governed by the laws of the State of California.

(Signatures on following page)

PROJECT NAME
BID NO. XX-XXXX

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

By:

By:

Its:

Its: President

By:

By:

Its:

Its: Secretary

By:

Its:

Attest:

By:

Its:

PROJECT NAME
BID NO. XX-XXXX

PERFORMANCE BOND (SAMPLE)

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto Cambria Community Services District, hereinafter called the District in the sum of (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract attached hereto, with the District.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original terms thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void otherwise this obligation shall remain in full force and effect.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modifications of the Contract Documents and/or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney and expert fees and costs, incurred by the District in successfully enforcing such obligation, and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below, and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

PROJECT NAME
BID NO. XX-XXXX

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

PROJECT NAME
BID NO. XX-XXXX

PAYMENT BOND (SAMPLE)

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto Cambria Community Services District, herein after called the District in the sum of (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the District.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay reasonable attorney and expert fees and costs to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the 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 hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____