

Item No.	Approximate Quantity	Items with Unit Price Written in Words	Unit Price Written in Figures
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11.	620 lin. ft.	15" centrifugal spun reinforced concrete pressure pipe, furnish and install.	
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The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within \_\_\_\_\_ days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the Meiners Oaks County Water District.

Licensed in accordance with an act providing for the registration of contractors, License No. \_\_\_\_\_.

Signature of bidder \_\_\_\_\_

(If an individual, so state, if a firm or copartnership, state the firm name and give the names of all individuals, copartners, composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Address

Dated: \_\_\_\_\_, 1950

# BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY TECHNICAL ABILITY AND EXPERIENCE

(The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the Board to judge of his responsibility, experience, skill and business standing.

The undersigned submits herewith a statement of the work of a similar character to that included in the proposal contract which he has successful performed.

1.	DESCRIPTION OF WORK	OWNER	TOTAL COST OF PROJECT
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REMARKS:

2.	DESCRIPTION OF WORK	OWNER	TOTAL COST OF PROJECT
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REMARKS:

3.	DESCRIPTION OF WORK	OWNER	TOTAL COST OF PROJECT
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REMARKS:

Note: Add additional sheets if necessary

STATEMENT OF FINANCIAL RESPONSIBILITY:

Signed:

## BIDDERS STATEMENT OF SUBCONTRACTORS

(The bidder is required to state the name and address of each subcontractor and the portion of the work which each subcontractor will do.)

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each.

Signed \_\_\_\_\_



## C O N T R A C T

1.1 THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1950 by and between MEINERS OAKS COUNTY WATER DISTRICT of Ventura County, California, hereinafter sometimes referred to as the District, as first party, and \_\_\_\_\_, hereinafter sometimes referred to as the Contractor, as second party.

1.2 WITNESSETH: The parties hereto in consideration of the covenants, promises and agreements herein contained, do hereby covenant, promise and agree to and with each other as follows:

1.3 SCOPE. The Contractor agrees to furnish all labor, materials, tools, equipment, apparatus and facilities necessary to perform and complete in a good and workmanlike manner, at the place designated by the plans and specifications, a rolled earth fill dam and reservoir and appurtenances thereto, and all work incidental thereto as called for and in the manner designated in the plans and specifications therefor. Said plans and specifications are the plans and specifications which have been heretofore adopted by the District and which said plans and specifications are hereby referred to and made a part of this contract. All of said labor, material, tools, and equipment shall be furnished and all said work done in strict accordance with said plans and specifications under the direction and supervision and subject to the approval of

John A. Dron the District Engineer and subject to the approval of such person or persons or engineers as said district may appoint to supervise said work in place of or in conjunction with the said John A. Dron.

1.4

PLANS AND SPECIFICATIONS. Reference is hereby made to the plans and specifications and all modifications incorporated in said documents before execution, to the advertisement, the instruction to bidders, the bid and to any and all obligations of the Contractor and the District as set forth and described therein and all said documents shall be deemed to be and hereby are incorporated by reference in this agreement and to be a part of this agreement. Should any work be called for in one of said documents and not referred to in the other, then said work shall be executed as if mentioned in all of said documents and as if set forth in this agreement and in the specifications and in any modifications thereof prepared pursuant to the direction of the District or the said John A. Dron.

1.5

SCHEDULE OF PRICES. In consideration of the performance of this agreement by the said Contractor, the said District will pay to said Contractor, in the manner and at the time or times herein provided and as provided in the specifications, a sum or sums upon the basis of the schedule hereinafter set forth, for any material or supplies actually furnished and used or for any labor or services or work to be performed in order to properly complete the work herein contemplated or specified

in the plans and specifications therefore. It is understood that the items in schedule of quantity and the total prices are approximate only and that the actual quantity shall be determined by survey, weight, or measurement and that the total price shall in each instance where a lump sum price shall not be designated, be determined by the unit price.

# SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Item</u>	<u>Approx. Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Clearing and Grubbing Site	2 acres	@	
2.	Stripping Borrow Pit Area	300 cu.yds.	@	
3.	Embankment in place	11,700 cu.yds.	@	
4.	Side drain ditches	160 cu.yds.	@	
5.	Structural Excavation	36 cu.yds.	@	
6.	Furnish and install conduit pipe. 16" common concrete pipe or 15" centrifugally spun reinf. concr. pressure pipe.	110 lin.ft.	@	
7.	Furnish and install reinforced concrete in place.	45 cu.yds.	@	
8.	Furnish and install reinforcing steel	1800 lbs.	@	
9.	24" iron pipe drainage, installation only, and 2-24" Armco End Sections or equal.	300 ft.	@	
10.	Furnish and install gate and gate structure including flanged steel elbows.	lump sum		
11.	Furnish and install 15" centrifugal spun reinforced concr. pressure pipe.	650 lin. ft.	@	



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1.6        PAYMENT.    The District agrees to pay for said work in accordance with the foregoing schedule and at the time or times specified in the specifications by demands drawn in the manner required by law. Final payment remaining unpaid upon this contract shall be paid to said Contractor thirty five (35) days after the completion of said work and the acceptance of same by the District and the filing of a notice of completion in the manner required by law. The acceptance of the second party of the payment on the final certificate shall constitute a waiver of all claims against the District under or arising out of this contract, except such claims as are specifically excepted by the Contractor in said certificate. The Contractor shall on or before thirty (30) days after the acceptance of said work by the District, cause all claims which may have accrued against any funds unpaid on account of the contract price to be cancelled and released, and shall upon demand of the District give evidence of payment of all claims arising by reason of any materials furnished or labor done in connection with said work. The release of any such claim shall be deemed a condition precedent to the obligation of the District to make the payments required by this contract.

1.7        BOND.    The Contractor shall furnish and maintain in full force and effect, during the time that any obligation or condition provided for in this contract remains unperformed, a bond in the amount of fifty per cent (50%) of the contract price herein agreed upon, conditioned upon the payment by the second party of all claims as provided in Chapter III of Title I,



Division V of the Government Code, being Sections 4200 to 4208 of the said Government Code. If at any time during the performance of the obligations of this contract, and before the same are fully completed, any surety or sureties upon the said bond, shall in the judgement of the District be or become unsatisfactory the Contractor agrees upon three (3) days notice in writing to furnish new and additional sureties satisfactory to said District.

1.8 LIABILITY. Second party shall save harmless and indemnify the first party from every claim or demand which may be made by reason of:

- (a) Any injury to person or property sustained by the second party or any person, firm or corporation employed directly or indirectly by him upon or in connection with his work, however, caused.
- (b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the second party, or of any person, firm or corporation directly or indirectly employed by him or in connection with his work, whether said injury or damage occur upon or adjacent to the work. And the second party, at his own risk, cost and expense shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the first party or any such claim or demand, and shall pay or satisfy any judgment that may be rendered against the first party in any such action,

suit or legal proceeding or result thereof.

The Contractor shall at all times carry public liability insurance with limits of not less than One Hundred Thousand Dollars (\$100,000.00) for injuries to any person or persons arising in any one accident and insurance for damage to property with limits of not less than One Hundred Thousand Dollars (\$1,000,000.00). The Contractor shall furnish the District with evidence of such insurance.

1.9        ASSIGNMENT OF CONTRACT. The second party shall under no circumstances assign this contract without the written permission of the District.

1.10       FAILURE IN CONTRACT. In the event that the second party fails to furnish necessary labor or materials, or fails to prosecute the work herein agreed to be performed in a diligent and workmanlike manner, this fact may be determined by the District and thereupon after written notice to the said second party delivered to him personally or at his place of business or residence notifying him of such failure, should the second party for three (3) days fail to furnish said labor or materials, and to actively prosecute the said work, or having recommenced the prosecution of said work, should carry on the same in a dilatory or unworkmanlike manner, then the first party may take over the management and control of said work and exclude the second party from all further participation therein, and complete the work contemplated by this contract; and in so doing may use tools, equipment, labor and materials theretofore employed by