



## **SECTION B**

# **CONTRACT AGREEMENT & BONDS**

## **WELL 7 PUMP & PIPING INSTALLATION PROJECT**

**AT**

**CSA 64 SPRING VALLEY LAKE  
VICTORVILLE, CALIFORNIA**

**PROJECT NO.: 1Z37**

**ACCOUNT NO.: EDB-420-420-410-4010**

### **BOARD OF SUPERVISORS**

**ROBERT A. LOVINGOOD**  
First District

**JANICE RUTHERFORD**  
Chair, Second District

**JAMES RAMOS**  
Third District

**GARY C. OVITT**  
Vice Chair, Fourth District

**JOSIE GONZALES**  
Fifth District

**GREGORY C. DEVEREAUX**  
Chief Executive Officer

**FOR OFFICIAL USE ONLY**

<input type="checkbox"/> New	FAS Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change	INSERT HERE <b>23</b>		<b>SC</b>	<b>A</b>	
<input type="checkbox"/> Cancel	<b>IF ENTITY HAS SEAL</b>				
ePro Vendor Number			ePro Contract Number		
SPECIAL DISTRICTS DEPARTMENT			Dept. 105	Orgn. 200	Contractor's License No.
Contract Representative			Telephone		Total Contract Amount
GARY MARTIN, SENIOR PROJECT MANAGER			(909)387-5940		\$
Contract Type					
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason: _____					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
962-96		7-01-2016	06-2017	\$	\$
Fund EDB	Dept. 420	Organization 420	Appr. 410	Obj/Rev Source 4010	GRC/PROJ/JOB No 1Z37
					Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount \$
Project Name			Estimated Payment Total by Fiscal Year		
Well 7 Pump & Piping Installation Project			FY	Amount	I/D

**BOARD GOVERNED  
COUNTY SERVICE AREA**

**F A S**

**STANDARD CONTRACT**

THIS CONTRACT is entered into in the State of California by and between the **County Service Area 64**, hereinafter called the **District**, and

Name \_\_\_\_\_

Address \_\_\_\_\_

hereinafter called CONTRACTOR

Telephone ( ) - \_\_\_\_\_

Federal ID No. or Social Security No.  
On File \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement" or "Contract") is made effective this \_\_\_\_\_, 2016 ("Agreement Date") by and between the \_\_\_\_\_ ("District") and \_\_\_\_\_ ("Contractor") for the construction of the \_\_\_\_\_ ("Project").

*Auditor-Controller/Treasurer/Tax Collector Use Only*

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

## ARTICLE I

### CONTRACT DOCUMENTS AND INTERPRETATION

#### 1.1 DEFINITIONS

The meanings of all capitalized terms used in the Contract Documents and not otherwise defined herein are contained in the General Conditions. If not defined in the General Conditions, they shall have the meaning assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

#### 1.2 CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference:

1.2.1 Advertisement For Bids (Project No. 1Z37), dated \_\_\_\_\_.

1.2.2 Bidder's Proposal, dated \_\_\_\_\_.

1.2.3 General Conditions

1.2.4 Performance Bond

1.2.5 Labor and Material Bond

1.2.6 Special Conditions

1.2.7 Bid documents entitled "Well 7 Pump & Piping Installation Project".

1.2.8 Specifications, entitled "Well 7 Pump & Piping Installation Project".

1.2.9 Drawings, entitled "Well 7 Pump & Piping Installation Project".

1.2.10 Addendum No. 1, dated \_\_\_\_\_.

1.2.11 Addendum No. 2, dated \_\_\_\_\_.

1.2.12 Certified copy of the record of action of the Board of Supervisors, on behalf of Governing Board for Board Governed County Service Areas.

#### 1.3 ENTIRE AGREEMENT

The Contract Documents represent the entire and integrated agreement between District and Contractor, all other representations or statements, whether verbal or written, are merged herein. The Agreement may be amended only by written modification. The Governing Board of the District, or its authorized designee, must approve any amendment to this Agreement.

## **ARTICLE II**

### **THE WORK**

#### **2.1 SCOPE OF WORK**

**2.1.1** Contractor will furnish all materials, labor, tools, equipment, apparatus, facilities, transportation, construction, landscaping, clean-up, and all other construction services of any type necessary to complete all Work in strict conformity with the Contract Documents. Except with regard to any material to be provided and/or installed by District, Contractor shall fully commission and turn over a complete operational and fully functional Project to District. Without limiting the generality of this Section, Contractor shall provide the following Work and services:

a. Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment. The District will pay connection fees directly to the utilities for all permanent water and electrical connections.

b. Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

c. Contractor shall obtain, at Contractor's expense, all governmental and private approvals, permits and licenses, required to complete the Work; provided, however, District will be responsible for paying the cost of all County imposed fees necessary for the Project. Contractor shall construct a complete, operational, and fully functional Project in full compliance with all Applicable Laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

#### **2.2 STANDARD OF PERFORMANCE**

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

**2.2.1** Comply with the requirements of the Contract Documents;

**2.2.2** Comply with Applicable Laws;

**2.2.3** Conform to the standard of care applicable to those who provide construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;

**2.2.4** Furnish efficient business administration of the Work, utilizing senior level management and other qualified personnel to manage the Work; and

**2.2.5** Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the express best interests of the District and within the limitations of the Contract Sum and Contract Time.

## ARTICLE III

### TIME FOR PERFORMANCE

#### 3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the District. If District's issuance of a Notice to Proceed is delayed due to Contractor's failure to provide insurance documents or bonds within ten (10) calendar days after the date of award of the Contract by the Governing Board of the District or Chief Executive Officer, one (1) calendar day will be deducted from the number of days to achieve Final Completion of the Work for every day of delay in District's receipt of such documents. This right is in addition to and does not affect District's right to demand forfeiture of Contractor's Bid Security, or any other rights or remedies available to District if Contractor persistently delays in providing the required documentation. Contractor agrees to promptly commence the Work after the Notice to Proceed is issued by the District and to achieve Final Completion of the entire Work within **180-calendar days** after the Date of Commencement ("Contract Time"). The Contract Time may be extended only by the written authorization of the District.

#### 3.2 LIQUIDATED DAMAGES

**3.2.1** District and Contractor recognize that time is of the essence in this Agreement and that the District may suffer financial loss, including but not limited to, the loss of grant funds, additional contract administration expenses, and loss of public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.

**3.2.2** Contractor and District agree to liquidate damages with respect to Contractor's failure to achieve Final Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate District solely for Contractor's failure to meet the deadline for Final Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

**3.2.3** In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay District **\$250 per day** for each calendar day that Final Completion is delayed.

**3.2.4** Contractor acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by District of damages that it will incur in the event of the late completion of the Work. Contractor and District agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the District due to a delay in completion of the Work. Accordingly, the District and Contractor have agreed to such liquidated damages to fix Contractor's costs and to avoid later disputes. It is understood and agreed by Contractor that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

**3.2.5** It is further mutually agreed that District shall have the right to deduct liquidated damages against progress payments or retainage and that the District will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to District.

**ARTICLE IV**  
**CONTRACT SUM**

**4.1 CONTRACT SUM**

**4.1.1 Total Compensation.** District shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

ITEMIZED BASE BID (items 1-35).....\$\_\_\_\_\_

**4.1.2 All Inclusive Price.** The Contract Sum, subject to additions and deductions, is the total amount payable by District to Contractor for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Contractor.

**4.2 RETENTION**

Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of the Contract Sum at time of Final Completion. Applications for Payment shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment is to be made sixty (60) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Governing Board of the District, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

**4.3 PAYMENT BY ELECTRONIC FUND TRANSFER**

Contractor shall accept all payments from District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by District required to process EFT payments.

**ARTICLE V**  
**BONDS, INDEMNITY AND INSURANCE**

**5.1 BONDS**

Contractor will furnish a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum. The Bonds must comply with all requirements in the Contract Documents, be on District approved bond forms, and be secured from a surety company satisfactory to the District within ten (10) calendar days of the award of the Contract. The Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. The Performance Bond shall name the District as beneficiary under the bond. Contractor

shall also furnish a one year Maintenance Bond in an amount equal to ten percent (10%) of the Contract Sum, which shall remain in full force for one year following Final Completion.

## **5.2 INDEMNIFICATION**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by District) and hold harmless the County, the District, and their authorized officers, employees, agents, and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

## **5.3 INSURANCE**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

### **5.3.1 Basic Insurance Requirements**

#### **a. Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County, the District, and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the District/County to vicarious liability but shall allow coverage for the District and County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

#### **b. Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, District, and their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County and District.

#### **c. Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County and/or District.

#### **d. Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County and/or the District or between the County and/or District and any other insured or additional insured under the policy.

e. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the District evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

f. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

g. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

h. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the District has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the District will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for District purchased insurance.

i. Insurance Review

Insurance requirements are subject to periodic review by the District and County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District and/or County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District and/or County, inflation, or any other item reasonably related to the District's and/or County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the District to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the District or County.

### **5.3.2 Insurance Specifications**

a. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering All persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.



If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Subcontractor Insurance Requirements

The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Sections 5.3.1 and the insurance specifications for all contracts in 5.3.2, (including waiver of subrogation rights) and naming the County and District as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

## **ARTICLE VI**

### **CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

#### **6.1 GENERAL SCOPE OF WORK**

**6.1.1** Contractor shall provide all materials, labor, equipment, and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Final Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be Contractor's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.

**6.1.2** The Contractor and all Subcontractors shall obtain any required licenses from the local jurisdiction where the Project is located (i.e. local City or County), prior to commencement of Work.

#### **6.2 BEFORE STARTING WORK**

Contractor shall submit the following to District for review and acceptance within fourteen (14) calendar days after the Date of Commencement fixed in District's Notice to Proceed, and as a condition to payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii) Schedule of Submittals; (iii) material Procurement Schedule; and (iv) a Schedule of Values in accordance with the requirements of the General Conditions and other Contract Documents.

#### **6.3 INITIAL CONFERENCE**

Within twenty (20) calendar days after the Date of Commencement fixed in District's Notice to Proceed, a conference attended by District and Contractor and others as appropriate will be held to establish a working understanding among the Parties as to the Work and to discuss the schedules, progress meetings, procedures for handling submittals, processing Applications for Payment, maintaining required records, coordination with Contractor Team Members, and other Project administration matters.

#### **6.4 EVALUATION OF PRELIMINARY SUBMITTALS**

At least ten (10) calendar days before submission of the first Application for Payment, a conference attended by Contractor, District and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. No progress payment shall be made to Contractor until the required submittals are acceptable to District. The detailed Project Schedule will be acceptable to District as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on District responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Contractor from Contractor's full responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract Documents and approved by District. District's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Contractor's schedule of submittal will be acceptable to District as providing a workable arrangement for reviewing and processing the required submittals.

#### **6.5 CONSTRUCTION**

Contractor shall perform Construction in accordance with the requirements of the Contract Documents.

**6.5.1** Construction shall be performed by the Contractor and Subcontractors and suppliers who are selected, paid and acting in accordance with the procedures outlined in the Contract Documents.

**6.5.2** The Contractor shall keep the District informed of the progress and quality of the Work in the form of periodic written reports and meetings, as determined by the District, but no less than monthly.

**6.5.3** As a condition of final payment to Contractor, Contractor shall provide written certification that the Work has been constructed in accordance with the Contract Documents.

## **ARTICLE VII**

### **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

In order to induce District to enter into this Agreement, Contractor makes the following representations and warranties:

**7.1** Contractor has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

**7.2** Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports available for construction purposes, of physical conditions, or conditions which may be apparent at the Site and accepts the criteria set forth in these documents and the Contract Documents to the extent of the information contained in these documents upon which the Contractor is entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents.

**7.3** After Contract award, Contractor will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

**7.4** Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.

**7.5** Contractor has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before Contract award in or among the Contract Documents and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.

**7.6** Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

**7.7** Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

**7.8** Contractor certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System ([www.epls.gov](http://www.epls.gov)). Contractor agrees that signing this Contract shall constitute signature of this Certification.

**7.9** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal,

State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**7.10** Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and standards issued pursuant to the Americans with Disabilities Act. Contractor will also comply with the current edition of the California Building Code (California Code of Regulations, Title 24, Part 2).

**7.11** Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

**7.12** Contractor acknowledges it will comply with the provisions of Public Contract Code section 4100-4108 regarding subcontractors. The Contractor hereby agrees to reimburse the District for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the District shall prepare and certify a statement of all costs incurred by the District for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to the Contractor who shall reimburse the District for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the Contractor prior to acceptance of the Work. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the San Bernardino County Special Districts Department, or his/her designee.

**7.13** The Contractor hereby agrees to comply with the State Labor Code and certifies through signature of this Contract that, in accordance with Section 3700 of the State Labor Code, Contractor is 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 will comply with such provisions before commencing the performance of the Work of this Contract.

**7.14** The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

**7.15** Contractor shall comply with Senate Bill 854 (Chapter 28, Statutes of 2014) including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

**7.16** As required by Labor Code Section 1771.1(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.”

## **ARTICLE VIII**

### **PROJECT ACCESS, RECORD RETENTION AND AUDITS**

**8.1** At all times during construction of the Project, Contractor shall coordinate with the District to provide employees, subcontractors, and consultants of District reasonable unrestricted access to observe, monitor and inspect the Project. The District's access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to construction of the Project.

**8.2** Contractor expressly acknowledges it is aware of and will comply with all record retention and audit requirements contained in the Contract Documents. These requirements include, but are not limited to, the maintenance of an Official Project File that must be preserved a minimum of five (5) years, the protection of records from fire or other damage, the maintenance of all records in accordance with generally accepted accounting principles, and the agreement that the District or its designated representative shall have the right to review, to audit, and to copy any records and supporting documentation pertaining to the performance of this Agreement.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **9.1 INDEPENDENT CONTRACTOR**

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent Contractor. Contractor shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

#### **9.2 DISTRICT EMPLOYEES AND OFFICIALS**

Contractor shall employ no District official nor any regular District employee in the Work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement in violation of applicable provisions of law.

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer staff, Chief Executive Officer or member of such officer staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **9.3 INACCURACIES OR MIS REPRESENTATIONS**

If during the course of the administration of this agreement, the District determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, this contract may be immediately terminated. If this contract is terminated according to this provision, the District is entitled to pursue any available legal remedies.

#### 9.4 IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

#### 9.5 NOTICES

Any notices or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Contractor's agent (as designated by Contractor) or to District's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

##### DISTRICT

Special Districts Dept.

157 West Fifth Street, Second Fl.

San Bernardino, CA 92415-0450

##### CONTRACTOR

As shown on page one of this

Contract

## ARTICLE X

The contract is delivered by \_\_\_\_\_, Contractor, to District for acceptance by its Governing Board at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors acting as the governing body of County Service Area 64 has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

### COUNTY SERVICE AREA 64

►  
James Ramos, Board Chair

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Laura H. Welch, Clerk of the Board

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

►  
Julie Surber – Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
Greg Bacon – Senior Project Manager

Date \_\_\_\_\_

Presented to Board for Signature

►  
Jeffrey O. Rigney, Director

Date \_\_\_\_\_

CONTRACT BOND

BOND NUMBER \_\_\_\_\_

PUBLIC WORK

EFFECTIVE DATE \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we,

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_, as Principal  
(Principal's Address)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Surety's Address)

a corporation organized and existing under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the **County Service Area 64** (the "District") in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered into a contract dated \_\_\_\_\_, 20\_\_\_\_, (the "Contract") with the District to do and perform the following work, to-wit:

Project Name: ***Well 7 Pump & Piping Installation Project***

Project #:1Z37

Now, therefore if the hereby Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his, her or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify, defend and hold harmless the District, County of San Bernardino and their officers, agents, and employees, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.



**PROJECT NO. 1Z37**

If the said Principal shall fail to perform the work contracted to be performed the Surety, upon written demand of the District, shall perform the work in conformance with the Contract Documents.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the Contract Documents thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by its undersigned representative(s) pursuant to authority of its governing body.

Principal  
(Have Signature(s) Notarized)

(Seal) Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_

Surety  
(Have Signature Notarized and  
Attach Power of Attorney)

(Seal) Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_

---

**MAINTENANCE BOND**

---

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_, hereinafter called Principal and, (Corporation, Partnership, or Individual)

Name of Surety: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

hereinafter called surety, are held and firmly bound unto the **County Service Area 64** hereinafter called **“District”** in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the District, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the **Well 7 Pump & Piping Installation Project,**  
**Project No: 1Z37**

**WHEREAS**, said Contract provides that the Principal will furnish a bond conditioned to guarantee for the period of two (2) year from the date of acceptance, by the District, against all defects in workmanship and materials which may become apparent during said period; and,

**WHEREAS**, the said Contract has been completed, and was approved on \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if within one year from the date of approval and acceptance of the said Contract, the work done under the terms of said Contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_

(Principal)

NOTE: The contractor may use this form or the standard form of a bonding agent.

**IN WITNESS WHEREOF**, this instrument is executed in (number) \_\_\_\_\_  
counterparts, one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

Principal: \_\_\_\_\_ By: \_\_\_\_\_

Principal Secretary: \_\_\_\_\_

(SEAL)

(Witness as to Principal) \_\_\_\_\_

Address \_\_\_\_\_

(Surety) \_\_\_\_\_

Address \_\_\_\_\_

**ATTEST:**

(Surety Secretary) \_\_\_\_\_

(SEAL)

(Witness as to Surety) \_\_\_\_\_

Address \_\_\_\_\_

By (Attorney-in-fact) \_\_\_\_\_

Address \_\_\_\_\_

**NOTE:** If contractor is a partnership, all partners should execute Bond.

**PROJECT NO. 1Z37**

CONTRACT BOND

BOND NUMBER \_\_\_\_\_

PUBLIC WORK

EFFECTIVE DATE \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS: That we,

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_, as Principal  
(Principal's Address)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Surety's Address)

a corporation organized and existing under the laws of the State of \_\_\_\_\_, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto the **County Service Area 64** (the "District") in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered into a contract dated \_\_\_\_\_, 20\_\_\_\_, (the "Contract") with the District to do and perform the following work, to-wit:

Project Name: ***Well 7 Pump & Piping Installation Project***

Project #: 1Z37

Now, therefore, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the California 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 Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

**PROJECT NO. 1Z37**

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the Contract Documents thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by its undersigned representative(s) pursuant to authority of its governing body.

Principal  
(Have Signature(s) Notarized)

(Seal)

Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_

Surety  
(Have Signature Notarized and  
Attach Power of Attorney)

(Seal)

Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE**

This is to certify that \_\_\_\_\_ (hereinafter the "undersigned") declares to the **County Service Area 64** District, under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment, and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees, or subcontractors used or in contribution to the execution of its Contract with **County Service Area 64** with regard to the building, erection, construction, or repair of that certain work improvement known as **Well 7 Pump & Piping Installation Project**, located at 12390 Tamarisk Road, Spring Valley Lake, CA 92392, County of San Bernardino, State of California, more particularly described as follows: Equipping "Well 7" with pump and piping as indicated in the plans and specifications.

The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract, which would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit the District and all agents and employees of the District, and each of them, from any and all claims, debts, demands, or causes of actions which exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and the District or which relate in any way to the work performed by the undersigned with regard to the above reference construction project.

Further, the undersigned expressly acknowledges its awareness of and waives the benefits of 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims which the credit does not know or suspect to exist in his favor at the time of executing the release, which if know by him, must have materially effected his settlement with the debtor."

The release is intended to be full and general release of any and all claims which the undersigned now has, or may in the future have, against the District and/or its agents and employees with regard to any matter arising from the construction of the above referenced project or the Contract between the District and the contractor with respect thereto whether such claims are now known or unknown or are suspected or unsuspected.

Dated: \_\_\_\_\_

Name of Entity: \_\_\_\_\_  
*CONTRACTOR*

By: \_\_\_\_\_  
*NAME/SIGNATURE*