

# Olivehurst Public Utility District



## Agenda Item Staff Report

**Meeting Date: April 18, 2019**

### **Item description/summary:**

These are the Raising Iron plans and specifications that accommodates for a County project on 7<sup>th</sup> Ave. Several manholes and water valves will need to be lowered and raised again to allow the County to make improvements to the street/sidewalk and curb areas.

### **Fiscal Analysis:**

A similar project 2 years ago costed ~\$30,000. This project is expected to be in that range as well.

### **Employee Feedback**

Positive

### **Sample Motion:**

Consider approval of plans and specifications and putting project out for bid.

Prepared by:

Christopher Oliver, Public Works Engineer

**ADVERTISEMENT FOR BIDS**

**Olivehurst Public Utility District**

1970 9<sup>th</sup> Avenue  
P.O. Box 670  
Olivehurst, CA 95961

Sealed BIDS for **RAISING IRON OLIVEHURST 7<sup>TH</sup> AVE PROJECT**

at \_\_\_\_\_ OPUD \_\_\_\_\_ will be received by the **Olivehurst Public Utility District** at the office of the District until 3:00 P.M., \_\_\_\_\_ **May 8, 2019** \_\_\_\_\_, and then publicly opened and read aloud at 3:30 P.M. on the same day at the **Olivehurst Public Utility District Office** at 1970 9<sup>th</sup> Avenue.

The CONTRACT DOCUMENTS may be examined at the following location:

**Olivehurst Public Utility District**  
1970 9th Avenue  
Olivehurst, CA 95961  
Phone (530) 743-4657

Copies of the CONTRACT DOCUMENTS may be obtained from **Olivehurst Public Utility District**, upon the non-refundable payment of \$ \_\_\_\_\_ 0 \_\_\_\_\_ for each set.

In accordance with the provisions of Section 1773.2 of the California Labor Code, this project is subject to the provisions of California’s Prevailing Wage Laws and copies of the prevailing rate of per diem wages are on file at the office of Olivehurst Public Utility District, 1970 9<sup>th</sup> Avenue, Olivehurst, California 95961.

Prospective BIDDERS shall be licensed CONTRACTORS in the State of California and shall be skilled and regularly engaged in the general class or type of WORK called for under the CONTRACT. Each BIDDER submitting a bid shall have California Contractor’s license appropriate for this type of work.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Oliver, District Engineer

# **OLIVEHURST PUBLIC UTILITY DISTRICT**

*Our mission is to provide high quality services to enhance our community's quality of life.*



## **BOARD OF DIRECTORS**

Dennise Burbank James Carpenter John Floe Mary Jane Griego Christopher White

## **GENERAL MANAGER**

John Tillotson

April 19, 2019

## **OPUD RAISING IRON OLIVEHURST 7<sup>th</sup> Ave PROJECT**

Prospective bidders,

OPUD will be accepting bids for lowering water valve boxes and manholes for construction and subsequently adjusting the boxes and manholes to finish grade upon completion of the project. The Yuba County plans for the project are attached. Please call the District Engineer with any questions.

Christopher Oliver, P.E.  
District Engineer, OPUD  
530-743-8573

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Oliver, District Engineer

**PROPOSAL (BID)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

**OPUD RAISING IRON 7<sup>TH</sup> AVE PROJECT**

Name of BIDDER \_\_\_\_\_

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

The undersigned, as BIDDER, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the work, the annexed proposal form of agreement, and the plans and specifications therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the copy of the agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified, in the manner and time prescribed, and according to the requirements of the owner as set forth, and that he will take in full payment therefore the following lump sum for the complete work, based on the attached hereto estimated quantities, to wit:

Contractor agrees to supply and/or to perform all the work described below and as instructed by the District Engineer in a good workman like manner for the following Lump Sum prices:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL ITEM COST
<b>1. GENERAL (All Labor, Equipment, Delivery, Applicable taxes and Fees are to be included in Material Cost)</b>				
1.01	Permits, Bonds, Insurance, Mobilization, set up, & OSHA	1	LS	
1.02	Lower and raise water valve boxes as necessary	13	EA	
1.03	Lower and raise manholes as necessary	7	EA	

**\*\*\*NOTE: Contractor is responsible for keeping location of all manholes and water valves throughout the duration of the project. OPUD will not be held responsible for additional work that would be required if the location of any manhole(s) or valve(s) is lost during the project.**

The bidder shall set forth, in clearly legible figures, the bid price in the spaces provided in the following schedule:

	<b>TOTAL BID AMOUNT</b>	\$
Write out		
figures:		

The said quotations include the cost of insurance, sales tax, and every other item of expense direct or indirect incident to the contract.

**LIST OF SUBCONTRACTORS**

(Public Contract Code Section 4104)

In compliance with the provisions of Sections 4100 et seq. of the Government Code, the undersigned hereby designates below the names and locations of the place of business of each subcontractor who shall perform work on this contract in excess of one-half of one percent of the bid price. If the Contractor fails to specify a subcontractor for any portion of the work under the contract, he shall be deemed to have agreed to perform that work himself. Any change or substitution of subcontractors shall be accomplished in strict accordance with provisions of the Government Code.

Work to be Performed	Percent of Total Contract	Subcontractor's Name and Address	DIR #	CSLB Lic. #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

**NOTE:** Additional numbered pages may be attached if needed.

Accompanying this proposal is (cashier's check) (certified check) (bidder's bond) (NOTE: Cross out those that do not apply) in the amount of \_\_\_\_\_ dollars, being at least ten percent (10%) of the total amount bid. Licensed in accordance with the act providing for the Registration of Contractors

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number (if applicable)

\_\_\_\_\_

Attest \_\_\_\_\_



# LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

## SECTION 6

### Laws to be Observed

The Contractor shall keep himself fully informed of all existing State and National laws and all municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

### Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

### Existing Facilities

The Contractor shall exercise due care to avoid injury or damage to existing improvements or facilities, utilities, adjacent property, monuments, and roadside trees and shrubbery that are not to be removed or relocated. Existing mail boxes, signs, shrubbery, lawn, trees, markers, or any other facility or improvement which must be removed shall be replaced with the undamaged original or a new facility equal to the original at the Contractor's expense if damaged by reason of the Contractor's operations, to the satisfaction of the property owner.

### Utilities

The plans and specifications identify certain existing utilities as known to the Engineer. It shall be the Contractor's responsibility to exactly locate those facilities and to protect those facilities from damage as a result of his operations. The attention of the Contractor is called to the fact that there may be other unlocated utilities within the project area. Prior to making any such excavation, Contractor shall attempt to identify the location of any such utilities. It shall be the duty of the Contractor to protect any such utilities from damage, provided however, the Contractor shall be compensated for any costs of locating any such additional utilities and shall be further compensated if damage shall occur to any utilities not located upon the plans and Specifications which damages are not caused in any part by the failure of the Contractor to exercise reasonable care and discretion in removing or relocating utility facilities not indicated in the plans and specifications. The Contractor shall not be assessed any liquidated damages for any delays in completion of the project necessarily and reasonably incurred when such delay was proximately caused by the failure of the public agency or the owner of the utility to provide for the removal or relocation of such utility facilities. The Contractor's specific attention is called to the fact that existing service laterals and appurtenances to those service laterals exist within the project area and such laterals are not shown on the plans and specifications but can be reasonably inferred from the presence of other visible facilities such as building, meters, junction boxes, adjacent to the site of construction. No additional compensation shall be paid for any damages or delay caused to such service lateral facilities and it is the Contractor's sole and

exclusive obligation to provide for the protection, replacement and repair of any such facilities. If the Contractor, while performing the contract, discovers any utility facilities not identified by the public agency, other than the existing service laterals or appurtenances, he shall immediately notify the Engineer.

### **New Facilities**

Until the formal acceptance of the complete work by **Olivehurst Public Utility District**, the Contractor shall have the charge of and care thereof, and shall bear the risk of injury or damage to any part of the work by the action of the elements or others. The contractor, at Contractor's cost, shall rebuild, repair, restore and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

### **Clear-Up**

Prior to final acceptance and payment, the Contractor shall clean all roads or streets, borrow pits and all areas occupied by the forces during the construction of the improvement facilities, remove all refuse, excess material, temporary structures and equipment; and leave the entire project in a neat and presentable condition.

## **INSURANCE AND LIABILITY**

### **GENERAL**

The Contractor shall not commence any work until he obtains at his own expense, all required insurance from insurance companies acceptable to the Owner. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements, as applicable, have been complied with by such subcontractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this contract. As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without 30 days notice in writing to be delivered by registered mail to the Owner. In case of the breach of any provisions of this article, the Owner, at his option, may take out and maintain at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any moneys which may be due or become due the Contractor under this contract.

### **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract, full comprehensive general liability insurance coverage. This coverage shall provide for both bodily injury and property damage. The bodily injury portion shall include coverage for injury, sickness, disease, death, arising directly or indirectly out of, or in connection with, the performance of the work under this contract, and shall provide for a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness,

disease, or death of one person, and a total limit of \$1,000,000 for damages arising out of bodily injury, sickness, disease, or death of two or more persons in any one occurrence. The property damage portion shall include "broad form" coverage for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this contract and in any one occurrence, including explosion, collapse, and underground exposure. Included in such insurance shall be contractual coverage sufficiently broad to insure that provision titled "Indemnity" hereinafter. The comprehensive general liability insurance shall include as additional named insured: the Owner, the Engineer and his consultants, and each of their officers, agents and employees.

### **WORKMEN'S COMPENSATION INSURANCE**

Before the Contract between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractor's have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workmen's Compensation Insurance laws. The Contractor will be required to execute a certificate prior to performing the work of the Contract providing as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self insurance in accordance with the provisions of the Code and I will comply with such provisions before commencing the performance of the work of this Contract".

### **BUILDER'S RISK "ALL RISK" INSURANCE**

Unless otherwise modified in the "Supplementary Conditions", the Contractor shall secure and maintain during the life of this Contract, Builder's Risk "All Risk" Insurance coverage for one hundred percent (100%) of the contract amount. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interests appear. Such insurance may have a deductible clause not to exceed \$250, except that the deductible on earthquake may be in accordance with the underwriter's requirements, provided that it does not exceed five percent (5%) of the contract amount.

### **INSURANCE COVERAGE FOR SPECIAL CONDITIONS**

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of its officers, agents, employees and interests.

### **INDEMNIFY**

To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend the Owner, the Engineer and his consultants, and each of their officers and employees and agents,

from any and all liability, claims, losses, damages, or costs, including but not limited to attorney's fees, arising or alleged to arise from or during the performance of the work described herein caused by the act or omission of contract, any subcontractor, directly or indirectly employed by them, or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by the party indemnified hereunder, or by the negligence or omission of the party indemnified herein.

### **NO PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out all the provisions hereof in exercising any authority granted by the contract, there will be no personal liability upon any public official.

### **Substitution of Security**

In lieu of the 5% retention in payment as set forth hereinafter, the contractor may, upon request to the District, substitute in lieu thereof securities in form and content acceptable to the District, pursuant to the provisions of Section 4590 of the Government Code of the State of California. All costs and expense of any escrow or trustee shall be the responsibility of the contractor.

### **RESOLUTION OF CLAIMS**

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
2. Public Contract Code Section 9204 provides:
  - a. For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
  - b. Procedure:
    - 1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
    - 2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail,

return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

- 3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
- 4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
- 5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
- 6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action or binding arbitration, as applicable.
- 7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
- 8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- 9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf

of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

- 10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
  - 11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
- a. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
  - b. Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
  - c. Procedure:
    - 1) The Claim must be in writing, submitted in compliance with all requirements set forth in this document, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in the Contract Documents.
    - 2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- 3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- 4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- 5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

**STANDARD CONTRACT (AGREEMENT)**

**OLIVEHURST PUBLIC UTILITY DISTRICT**

**OPUD RAISING IRON 7<sup>TH</sup> AVENUE PROJECT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, by  
and between Olivehurst Public Utility District (hereinafter called "OWNER"),  
(Name of Owner), (an Individual)  
and \_\_\_\_\_ doing business as  
(Name of General Contractor)  
(an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".  
The aforementioned parties agree as follows:

**I**

The Contractor agrees to furnish for the total sum of (includes bid additives)  
\_\_\_\_\_ Dollars,  
all labor, materials, tools and equipment and perform all the work required to construct and  
complete in a good workmanlike manner all improvements and work mentioned, described,  
delineated, shown and referred to in the plans and specifications, general conditions and special  
conditions Including any bid additives. Plans and specifications are included within this contract by  
reference as if set forth in full.

**II**

Contractor agrees to furnish all necessary tools, equipment, supplies, labor and materials  
required for the performance and completion of said work and improvement, all to the satisfaction  
of Owner, and subject to the requirements of the Engineer.

Owner hereby fixes the time for the commencement of said work and improvements under this  
Agreement to be within 20 calendar days, and such work and improvements shall be prosecuted



with diligence from day to day thereafter for a completion date of \_\_\_\_\_. It is agreed and stipulated between Owner and the Contractor that damage will be sustained by the Owner from any delays in the performance of this contract, and it is currently contemplated by the parties and estimated by the parties, that it will be impracticable and extremely difficult to fully ascertain and determine the actual damage which the Olivehurst Public Utility District will sustain by such delays. The parties agree that they shall be deemed to have jointly studied and attempted to estimate the damages suffered by the Olivehurst Public Utility District by such a delay under these circumstances and to agree and stipulate by this contract the sum of \$\_\_\_\_ Dollars per day for each and every day's delay beyond the time prescribed to complete the work which has been agreed to by the parties as a fair estimate of the damage to be suffered by the Olivehurst Public Utility District from and as a direct result of such delay.

Contractor agrees to provide proof to Olivehurst Public Utility District of insurance naming Olivehurst Public Utility District and Engineer and employees as named insured in amounts of no less than coverage for \$1,000,000 per person and \$1,000,000 per occurrence and property damage up to \$1,000,000 and a standard broad form comprehensive and automobile liability policy form. Contractor further agrees to insure that every subcontractor employed by Contractor shall have insurance of equal character and limits of \$1,000,000 per person and \$1,000,000 per each occurrence and property damage up to \$1,000,000 per each occurrence and to provide certificates to Olivehurst Public Utility District of such insurance prior to allowing such subcontractor to commence work upon the project.

Contractor further agrees to provide prior to commencement of work and to require every subcontractor to provide prior to the commencement of work, a certificate pursuant to Labor Code Section 3700 et.seq. which will state as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Contractor agrees to comply with each and every provision of the Section 1770 through Section 1780 of the Labor Code relating to prevailing wages. The Contractor shall be required to forfeit to Owner the amount of Fifty Dollars (\$50) for each calendar day, or portion thereof, for each workman paid less than the prevailing wages as determined for the work done herein. The difference between prevailing wage rate and the amounts paid to each workman for each calendar day or portion thereof for which each workman was paid less than the prevailing wage rate shall be paid to each workman by the Contractor.

Contractor further agrees to comply with each and every provision of Section 1777.5 of the labor Code of the State of California relating to apprenticeship standards and the employment of apprentices upon project and to comply with each and every provision of Section 1810 through 1815 of the Labor Code relating to the employment of workmen in excess of eight (8) hours in violation of the Labor Code.

Is the contractor registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq.\*? \_\_\_\_\_

\*As of July 1, 2014, the District cannot enter into a Public Works Contract with a contractor that is not registered with the Department of Industrial Relations in accordance with California Labor Code section 1725.5 et seq..

### III

Contractor agrees to pay to Olivehurst Public Utility District, or to make at its' own expense all repairs, replacements or payments necessitated by defects in materials or workmanship supplied

under the terms of this contract which exist within one (1) year after the date of final acceptance of the work. This Agreement shall cover defects which shall be in existence during such one (1) year period. This Agreement shall apply to all defects which exist in the first year whether or not discovered within the first year. The Contractor shall be fully responsible for all direct and indirect damages and expenses to Olivehurst Public Utility District proximately caused by such defects in materials or workmanship, including defects and materials which bear a guarantee or warranty in writing or by law for a period longer than one (1) year, Contractor hereby stipulates and agrees that such guarantees shall be inure for the benefit of Olivehurst Public Utility District for such longer periods. The effective date for the start of the guarantee or warranty for equipment qualifying as substantially complete, shall be upon the time Olivehurst Public Utility District takes possession and operation of equipment or materials. In any case the warranty period described in this contract shall not limit the applicable statute of limitations for breach of a written contract and legal provisions for the District. Certain items in the project specifications may have specific warranty periods and provisions specified and the longer of the specified or contractual warranty period shall prevail.

The Contractor also agrees to hold the Olivehurst Public Utility District harmless from liability, both direct and indirect, of any kind arising from damage due to such defects. The Contractor shall make all repairs, replacements, or payments promptly upon receipt of written order for the same from the Olivehurst Public Utility District. If Contractor fails to make the repairs or replacements or payments within the time specified by Owner, then, subject to the sole discretion of Olivehurst Public Utility District, District may do the work in any manner it sees fit, and the Contractor and his surety shall be liable for the cost thereof, including all costs of engineers or consultants required to do said work and all cost related to the expedition of said work. Any

additional requirements for the project relative to the collection for defective work after final acceptance are provided for hereafter in this Agreement.

Contractor shall provide a faithful performance bond in the amount of one hundred percent (100%) of the contract price, and a labor and materials bond in the amount of one hundred percent (100%) of the contract price on the attached forms. Said bonds shall be issued by an admitted surety insurer within the State of California and will be supported by the information and certifications required under California Code of Civil Procedure Section 995.660.

#### IV

The complete Contract consists of the following documents to wit: The notice to Contractors, the General Provisions, the Technical Provisions, the Proposal (Bid), the form of Contract (Agreement), the Labor and Material Bond, the Performance Bond, all specifications and drawings, and all modifications made or incorporated in any of those documents. All of the above documents are intended to be complementary, so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all of said documents. Similarly, any contract provision appearing in one shall be binding as if it appeared in all said documents.

#### V

Contractor shall be financially responsible for claims (including claims of OSHA or other agency with jurisdiction over the job), liens, or stop notices, including preliminary notices that are filed on the job. In lieu of retention of payment by the DISTRICT, CONTRACTOR may elect to deposit certain securities equivalent to the amount to be withheld into a District approved escrow account.

CONTRACTOR shall be solely responsible for all construction under this contract, including the technique, sequences, procedures, and means, and for coordination of all work. CONTRACTOR shall supervise and direct the work to the best of CONTRACTOR'S ability, and give all attention necessary for such proper supervision and direction. Contractor shall have full control over the site and shall be responsible to take all required steps, and implement all required procedures, required for the safety of employees and the public. Contractor shall be aware of and obey all OSHA regulations pursuant to the work he is engaged in for this project.

CONTRACTOR has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, CONTRACTOR shall take reasonable precautions for the safety of all work employees and all other persons that the work might affect, all work and materials incorporated in the project, and all property improvements on the construction site and adjacent to the site, and comply with all applicable laws, ordinances, rules, regulations, and orders. Contractors' cost of work includes the costs of all required safety measures including sheeting, shoring and trenching for the protection of life and limb.

**Owner:**

_____	_____
Signature	Name
_____	_____
Title	Date

**Attest:**

\_\_\_\_\_

**Contractor:**

_____	_____
Signature	Name
_____	_____
Title	Date

**Attest:**

\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_ hereinafter  
called Principal, and \_\_\_\_\_  
\_\_\_\_\_ hereinafter  
called Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Owner, in  
the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in  
lawful money, for the payment of which sum well and truly to be made, we bind ourselves, or heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a  
certain Contract, hereto attached, with the OWNER, dated \_\_\_\_\_, 201\_\_\_\_, for  
the construction of:

**OLIVEHURST PUBLIC UTILITY DISTRICT  
OPUD RAISING IRON OLIVEHURST 7<sup>TH</sup> AVE PROJECT**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said Contract during the original term  
thereof and any extension thereof that may be granted by the OWNER, with or without notice to the  
Surety, and during the life of any guaranty 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 modifications of said Contract that may thereafter be made, except that no change  
will be made which increases the total contract amount more than twenty percent (20%) in excess of  
the original Contract amount without notice to the Surety, then this obligation shall be void,  
otherwise the same shall remain in full force and virtue.

Surety hereby expressly waives written notice of any changes, alterations, modifications of the  
contract entered into between Principal and OWNER and agrees and stipulates that such changes  
and modification shall be treated as part of such Contract and Surety shall be bound thereby except  
that Surety will not be bound to any changes or alterations which increase the total contract amount

more than twenty percent (20%) in excess of the original contract amount without written notice to Surety.

IN WITNESS THEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

IN PRESENCE OF:

**Principal:**

_____ Signature	_____ Name
_____ Title	_____ Date
<b>Attest:</b>	
_____	

**Principal:**

_____ Signature	_____ Name
_____ Title	_____ Date
<b>Attest:</b>	
_____	

**Surety:**

_____ Signature	_____ Name
_____ Title	_____ Date
<b>Attest:</b>	
_____	

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charges \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.



**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that, \_\_\_\_\_

\_\_\_\_\_

has awarded to \_\_\_\_\_

\_\_\_\_\_ hereinafter

designated as the CONTRACTOR, a Contract for the work described as follows:

**OLIVEHURST PUBLIC UTILITY DISTRICT  
OPUD RAISING IRON OLIVEHURST 7<sup>TH</sup> AVE PROJECT**

and, WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, providing that if said CONTRACTOR, or any of his or its SUB-CONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, that the Surety on this bond will pay the same.

NOW, THEREFORE, we, \_\_\_\_\_

\_\_\_\_\_

the undersigned contractor, as Principal, and \_\_\_\_\_

COMPANY, a corporation organized and existing under the laws of the State of \_\_\_\_\_,

and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto \_\_\_\_\_

in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_),

said sum being not less than the estimated amount payable by the said \_\_\_\_\_

\_\_\_\_\_ under

the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assign, jointly and severally, firmly by these presents. THE CONDITION OF THIS BOND IS SUCH, that if the above bonded Principal or his subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from wages of employees of the Contractor or his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor,

the Surety will pay the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court. This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

SIGNED, sealed with our seals, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(To be signed by Principal and Surety and acknowledgments and Notaries Seal attached)

**Principal:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

**Attorney-in-Fact:**

_____	_____
Signature	Name
_____	_____
Title	Date
<b>Attest:</b>	
_____	

**Surety:**

_____	_____
Signature	Name

---

Title

**Attest:**

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Date

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