



1 County on September 27, 1923, in Book 3 of Town Maps at Pages 43-49, Block 61,  
2 Lot 22, inclusive with public sewer service located within the boundaries of the Lake  
3 County Sanitation District described in Exhibit “A” attached hereto and incorporated  
4 herein by this reference.

5 3. The DISTRICT will not provide or be responsible for any material, labor or  
6 equipment cost.

7 4. OWNER affirms that OWNER has examined and is familiar with and agrees to  
8 construct a sewerline extension to serve said property in accordance with all terms  
9 and requirements of relevant water and sewer laws, regulations, and design and  
10 construction standards of DISTRICT and all amendments thereto.

11 5. The OWNER affirms that those persons named and listed in Paragraph 1  
12 hereof as OWNER and entering into this Agreement collectively as OWNER are all  
13 those persons who are owners, builders and installers participating in the financing  
14 of said facilities, and DISTRICT in entering into this Agreement is relying upon such  
15 affirmations and OWNER, joint and severally, will hold DISTRICT harmless and  
16 defend DISTRICT from any claim by persons not revealed by OWNER and not  
17 named and listed herein.

18 6. The OWNER will provide at his cost all materials, all labor, and all equipment  
19 needed to complete the project.

20 7. It is specifically understood and agreed that wherever regulations of  
21 DISTRICT are referred to in this Agreement, it is the intent of the parties that such  
22 reference shall mean all laws, ordinances and regulations pertaining to DISTRICT  
23 and in effect at the time of construction and all amendments to or revisions thereof  
24 occurring during the life of this Agreement.

25 8. This Agreement shall not be assignable. Any attempt at assignment of rights  
26 under this Agreement shall be void without DISTRICT's written permission.

27 9. OWNER further understands that this mainline extension may be granted at  
28 the discretion of the Board of Directors.

29 10. OWNER shall indemnify and defend DISTRICT, the County of Lake,  
30 (County), and their officers, employees, and agents against and hold them harmless  
31 from any and all claims, losses, damages, and liability for damages, including  
32 attorney's fees and other costs of defense incurred by DISTRICT or County, whether

1 for damage to or loss of property, or injury to or death of person, including properties  
2 of DISTRICT or County, and injury to or death of County officials, employees or  
3 agents, arising out of, or alleged to arise out of, or resulting from or in any way  
4 connected with OWNER'S operations hereunder or the performance of the work  
5 described herein, unless such damage, loss, injury or death is caused solely by the  
6 negligence of DISTRICT or County.

7 11. OWNER agrees to provide Contractor's insurance per Exhibit B of this  
8 agreement and list Lake County Special Districts as an additional insured.

9 12. This Agreement may only be modified by a written amendment hereto,  
10 executed by both parties, however, matters concerning scope of services which do  
11 not affect the agreed price may be modified by mutual written consent of OWNER  
12 and DISTRICT executed by Special Districts Administrator.

13 13. If any action at law or in equity is necessary to enforce or interpret the terms  
14 of this agreement, the prevailing party shall be entitled to reasonable attorney's fees,  
15 costs, and necessary disbursements in addition to any other relief to which such  
16 party may be entitled.

17 14. OWNER agrees to submit, in triplicate, plans and specifications for review  
18 and approval by the DISTRICT Engineer prior to construction. Upon approval of  
19 plans and specifications, OWNER shall arrange a pre-construction meeting with the  
20 DISTRICT Engineer prior to commencing work.

21 15. OWNER agrees to pay all inspection fees to DISTRICT within thirty (30)  
22 days upon receipt of billing from DISTRICT.

23 16. OWNER further agrees to complete construction within one year after this  
24 agreement is approved, unless extended in writing by the Special Districts  
25 Administrator.

26 17. OWNER agrees to apply for all pertinent permits required to commence said  
27 project and provide copies of them to Special Districts prior to beginning any work.

28 18. OWNER agrees to provide Performance and Payment Bonds complying with  
29 the Bond Templates attached to this agreement (Attachment A and B).

30 19. OWNER further agrees to submit "as-built" mylar maps stamped by a  
31 licensed civil engineer to DISTRICT upon receiving final inspection of said  
32 extension. The "as-built" maps are to include the location data of any new

1 manholes, (XYZ plus flow line and invert, using RTK GPS technology to an accuracy  
2 of plus/minus three centimeters). The acceptable projection is Lambert Conformal  
3 Conic. Datum: NAD 83 NAVD 88. Projected Coordinate System: State Plane  
4 California Zone 2. Units: US Survey Feet.

5 20. OWNER agrees to convey said facilities to DISTRICT in fee and also agrees  
6 to convey to DISTRICT an easement to maintain, repair and reconstruct said  
7 facilities. Said conveyance shall be a separate document from this Agreement. The  
8 failure to convey said facilities in fee and an easement to maintain, repair and  
9 reconstruct said facilities shall render this Agreement null and void and of no force  
10 and effect. Full conveyance and easements shall be recorded and provided to Lake  
11 County Special Districts within 14 calendar days from construction completion and  
12 final acceptance by the DISTRICT.

13 21. The parties hereto specifically understand and agree to use the  
14 reimbursement procedure set forth in Section 511 and 705(B) of Article VII of  
15 Appendix A of the Lake County Code. Accordingly, parties hereto specifically  
16 understand and agree that the total and only amount of reimbursement to which  
17 OWNER shall be eligible under this Agreement for the construction of the facilities  
18 described herein shall be those costs recoverable pursuant to Sections 511 and  
19 705(B) of Article V of Appendix A of the Lake County Code. Said costs shall not  
20 exceed the sum of one-half the cost of constructing and installing the sewerline.  
21 Reimbursement shall be made directly to DISTRICT. DISTRICT shall reimburse  
22 OWNER.

23 22. This contract may be terminated with a written notice from Lake County  
24 Special Districts for no-cause or for cause pursuant all terms of this agreement.

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1 Executed at Lakeport, California, on the day and year first written above.

2  
3 LAKE COUNTY SANITATION DISTRICT OWNER

4  
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7 \_\_\_\_\_  
8 Chair, Board of Directors


  
Jordan Rivera (Mar 13, 2025 16:14 PDT)

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Owner

ATTEST: Susan Parker  
Clerk of the Board

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

APPROVED AS TO FORM: Lloyd Guintivano  
County Counsel

  
By: Lloyd Guintivano (Mar 10, 2025 16:55 PDT)



**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, 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 OF LAKE, 255 North Forbes Street, Lakeport, CA 95453, hereinafter called OWNER, 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 CONDITIONS OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_

\_\_\_\_\_.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. If the above bonded PRINCIPAL, contractor, person, company or corporation, or his or its subcontractor, fails to any person, firm, SUBCONTRACTORS, and corporations furnishing materials, or amounts due under the Unemployment Insurance Code, for or performing labor in the prosecution of the WORK provided for in such Contract, the SURETY on this bond shall pay the same, in an amount not exceeding the aggregate sum specified in this bond.

PROVIDED, FURTHER, that the said 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 conditions accompanying the same shall in any way affect its obligation 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 Contract Work or to the conditions.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the parties to this BOND hereto agree that venue or forum from any action or proceeding regarding this BOND or performance thereof shall be in Lake County, California.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:  
LLOYD C. GUINTIVANO  
County Counsel

SURETY

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

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

NOTE: Date of BOND must not be prior to date of Contract.  
If PRINCIPAL is Partnership, all partners should execute BOND.

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



**INSURANCE.**

1. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, 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 OF LAKE, 255 North Forbes Street, Lakeport, CA 95453, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 CONDITIONS OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_

\_\_\_\_\_. PRINCIPAL and SURETY acknowledge that they have closely reviewed all the terms of the Contract, including, but not limited to, any liquidated damages terms of the Contract, and hereby stipulate and agree that the terms stated in the Contract are reasonable.

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 extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said PRINCIPAL and SURETY, and their respective heirs, successors, executors and administrators, jointly and severally firmly by these presents,

hereby stipulate and agree that they are held and firmly bound unto OWNER for the payment of any liquidated damages charged under the Contract.

PROVIDED, FURTHER, that the said 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 conditions accompanying the same shall in any way affect its obligation 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 Contract Work or to the conditions.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the parties to this BOND hereto agree that venue or forum from any action or proceeding regarding this BOND or performance thereof shall be in Lake County, California.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM:  
LLOYD C. GUINTIVANO  
County Counsel

SURETY

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

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

NOTE: Date of BOND must not be prior to date of Contract.  
If PRINCIPAL is Partnership, all partners should execute BOND.

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







# 28th Av MLX Agreement

Final Audit Report

2025-03-10

Created:	2025-02-21
By:	Lori Baca (Lori.Baca@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUEoqzx-jpXh0xtjhuLjgduUy-7gpJYa

## "28th Av MLX Agreement" History

-  Document created by Lori Baca (Lori.Baca@lakecountyca.gov)  
2025-02-21 - 4:00:07 PM GMT- IP address: 208.91.28.66
-  Document emailed to Lloyd Guintivano (lloyd.guintivano@lakecountyca.gov) for signature  
2025-02-21 - 4:00:34 PM GMT
-  Email viewed by Lloyd Guintivano (lloyd.guintivano@lakecountyca.gov)  
2025-02-21 - 4:25:10 PM GMT- IP address: 208.91.28.66
-  New document URL requested by Lloyd Guintivano (lloyd.guintivano@lakecountyca.gov)  
2025-03-10 - 11:50:12 PM GMT- IP address: 208.91.28.66
-  Email viewed by Lloyd Guintivano (lloyd.guintivano@lakecountyca.gov)  
2025-03-10 - 11:50:38 PM GMT- IP address: 208.91.28.66
-  Document e-signed by Lloyd Guintivano (lloyd.guintivano@lakecountyca.gov)  
Signature Date: 2025-03-10 - 11:55:59 PM GMT - Time Source: server- IP address: 208.91.28.66
-  Agreement completed.  
2025-03-10 - 11:55:59 PM GMT






# 28th Ave MLX Agreement

Final Audit Report

2025-03-13

Created:	2025-03-13
By:	Lori Baca (Lori.Baca@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdoG1QNMamTsa7Z35r89lu_hbWXX0LAZM

## "28th Ave MLX Agreement" History

-  Document created by Lori Baca (Lori.Baca@lakecountyca.gov)  
2025-03-13 - 10:46:22 PM GMT- IP address: 208.91.28.66
-  Document emailed to jordanrivera256@gmail.com for signature  
2025-03-13 - 10:50:13 PM GMT
-  Email viewed by jordanrivera256@gmail.com  
2025-03-13 - 10:50:20 PM GMT- IP address: 74.125.209.67
-  Signer jordanrivera256@gmail.com entered name at signing as Jordan Rivera  
2025-03-13 - 11:14:02 PM GMT- IP address: 67.203.72.18
-  Document e-signed by Jordan Rivera (jordanrivera256@gmail.com)  
Signature Date: 2025-03-13 - 11:14:04 PM GMT - Time Source: server- IP address: 67.203.72.18
-  Agreement completed.  
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