

1 SECTION 00500
2 AGREEMENT FORM
3

4
5 CONTRACT BETWEEN COUNTY OF LAKE
6 ON BEHALF OF
7 CSA-16 PARADISE VALLEY
8 AND
9 _____
10 FOR
11 CLEARLAKE OAKS INTERTIE CONTROL VALVE PROJECT
12

13
14 This Contract is made and entered into this _____ day of _____, 2017, by and
15 between the County of Lake on behalf of CSA-16, hereinafter referred to as "County",
16 and _____, a licensed contractor, hereinafter referred to as
17 "Contractor".
18

19 WITNESSETH
20

21 WHEREAS, County on behalf of CSA-16 desires to contract with a licensed
22 contractor to supply the work necessary to install water mains and control valve
23 station within the CSA;
24

25 WHEREAS, Contractor is a licensed contractor, holding a Class A license.
26

27 NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:
28

29 1. CONTRACTOR'S RESPONSIBILITIES
30

31 (A) Contractor shall provide all necessary materials, equipment, labor
32 and supervision to perform all work in compliance with the terms and conditions set
33 forth in Bid Documents attached hereto and by this reference incorporated as if fully
34 set forth herein.
35

36 (B) Prevailing wage. Contractor shall pay to each worker on this

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1 project, not less than the prevailing wages in accordance with Section 1771 of the
2 Labor Code. Copies of the prevailing rate of per diem wages are on file with the Lake
3 County Special Districts Administration, 230 N. Main St., Lakeport, CA 95453.
4 Contractor shall also pay travel and subsistence payments to all workers needed to
5 execute the Contract in accordance with Section 1773.8 of the Labor Code. As proof of
6 paying prevailing wages, Contractor shall submit certified payrolls to County upon
7 completion of project. Such documentation shall be submitted prior to County
8 processing Contractor's payment.

9
10 Contractor shall, as a penalty to County, forfeit not more than \$50 for each
11 calendar day, or portion thereof, for each worker paid less than the stipulated
12 prevailing rates for the work or craft in which the worker is employed for any public
13 work done under the contract by him or her or by any subcontractor under him or
14 her. The amount of forfeiture shall be determined by the Labor Commissioner and shall
15 be based on consideration of the Contractor's mistake, inadvertence, or neglect in
16 failing to pay the correct rate of prevailing wages, or the previous record of the
17 Contractor in meeting his or her prevailing wage obligations, or Contractor's willful
18 failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or
19 neglect in failing to pay the correct rate of prevailing wages is not excusable if the
20 Contractor has knowledge of his or her obligations under this part. The difference
21 between the prevailing wage rates and the amount paid to each worker for each calendar
22 day or portion thereof for which each worker was paid less than the prevailing wage
23 rate shall be paid to each worker by the Contractor.

24
25 The County will not recognize any claim for additional compensation because of
26 the payment by the Contractor of any wage rate in excess of the prevailing wages in
27 effect at the time of the execution of this Contract. The possibility of wage
28 increases is one of the elements to be considered by the Contractor in determining his
29 bid price, and will not under any circumstances be considered as a basis of a claim
30 against the County on the Contract.

31
32 (C) Contract Work Hours and Safety Standards Act—Overtime Compensation

33 (1) Overtime requirements. No Contractor or subcontractor employing laborers or
34 mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them
35 to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times
36 the basic rate of pay for each hour worked over 40 hours.

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1 (2) Violation; liability for unpaid wages; liquidated damages. The responsible
2 Contractor and subcontractor are liable for unpaid wages if they violate the terms
3 in paragraph (a) of this clause. In addition, the Contractor and subcontractor are
4 liable for liquidated damages payable to the Government. The Contracting Officer
5 will assess liquidated damages at the rate of \$10 per affected employee for each
6 calendar day on which the employer required or permitted the employee to work in
7 excess of the standard workweek of 40 hours without paying overtime wages required
8 by the Contract Work Hours and Safety Standards Act.

9 (3) Withholding for unpaid wages and liquidated damages. The Contracting Officer
10 will withhold from payments due under the contract sufficient funds required to
11 satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated
12 damages. If amounts withheld under the contract are insufficient to satisfy
13 Contractor or subcontractor liabilities, the Contracting Officer will withhold
14 payments from other Federal or Federally assisted contracts held by the same
15 Contractor that are subject to the Contract Work Hours and Safety Standards Act.

16 (4) Payrolls and basic records. (1) The Contractor and its subcontractors shall
17 maintain payrolls and basic payroll records for all laborers and mechanics working
18 on the contract during the contract and shall make them available to the Government
19 until 3 years after contract completion. The records shall contain the name and
20 address of each employee, social security number, labor classifications, hourly
21 rates of wages paid, daily and weekly number of hours worked, deductions made, and
22 actual wages paid. The records need not duplicate those required for construction
23 work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-
24 Bacon Act.

25 (5) The Contractor and its subcontractors shall allow authorized representatives
26 of the Contracting Officer or the Department of Labor to inspect, copy, or
27 transcribe records maintained under paragraph (d)(1) of this clause. The Contractor
28 or subcontractor also shall allow authorized representatives of the Contracting
29 Officer or Department of Labor to interview employees in the workplace during
30 working hours.

31 (6) Subcontracts. The Contractor shall insert the provisions set forth in
32 paragraphs (1) through (4) of this clause in subcontracts that may require or
33 involve the employment of laborers and mechanics and require subcontractors to
34 include these provisions in any such lower tier subcontracts. The Contractor shall
35 be responsible for compliance by any subcontractor or lower-tier subcontractor with
36 the provisions set forth in paragraphs (1) through (4) of this clause.

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1
2
3 (D) Hours of labor. Contractor shall comply with Sections 1810 through
4 1815 of the Labor Code, as follows:

5
6 (1). Eight hours labor constitutes a legal day's work.

7
8 (2). Contractor shall forfeit, as penalty to the County, \$25 for each
9 worker employed in the execution of the Contract, by him or by any subcontractor under
10 him, for each calendar day during which any worker is required or permitted to labor
11 more than 8 hours in any one calendar day and more than 40 hours in any in one
12 calendar week.

13
14 (3). Notwithstanding the above, work performed by employees of
15 Contractor, and any subcontractor, in excess of 8 hours per day and 40 hours per week,
16 shall be permitted upon paying such employee(s) 1 1/2 times the basic rate of pay for
17 all hours worked in excess of 8 hours per day.

18
19 (E) Worksite maintenance. Contractor shall at all times, at his own
20 expense, keep property on which work is in progress and the adjacent property free
21 from accumulations of sludge, waste material or rubbish caused by employees or by the
22 work and shall maintain material stockpiles in a neat, safe and orderly manner. Upon
23 completion of the work, Contractor shall, at his own expense, remove all temporary
24 structures, rubbish, spilled sludge and waste materials resulting from his
25 operation. In the event that the Contractor does not properly clean up promptly, the
26 County may separately contract to do so and withhold the cost from the Contractor.

27
28 (F) Correction of work. Contractor shall, at his own expense, correct
29 or remove and replace any work not performed in conformance with the specifications or
30 not performed to the satisfaction of the Special District's Administrator or his
31 designee.

32
33 (G) Time for completion and liquidated damages. The date of beginning
34 and the time for completion of the work are essential conditions of this Contract and
35 the work embraced shall commence on a date specified in the Notice to Proceed. The
36 Contractor will proceed with the project at such rate of progress to insure full

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1 completion within ONE HUNDRED TWENTY (120) working days of the issuance of the Notice
2 to Proceed. It is expressly understood and agreed, by and between the Contractor and
3 the County, that the completion of the work described herein is a reasonable time,
4 taking into consideration the average climatic and economic conditions and other
5 factors prevailing in the locality of the work.
6

7 County and Contractor recognize that time is of the essence and that County will
8 suffer financial loss if the work is not completed within the time specified above,
9 plus any extensions thereof allowed in accordance with this contract. They also
10 recognize the delays, expense and difficulties involved in proving the actual loss
11 suffered by County if the work is not completed on time. Accordingly, instead of
12 requiring any such proof, and due to impracticality and difficulty of ascertaining
13 exact damages caused by delay, County and Contractor agree that as liquidated damages
14 for delay (but not as a penalty) Contractor shall pay County of Lake \$500.00 for each
15 day that expires after the time specified above for completion. Such damages shall
16 only be payable by Contractor to County if the delay is a result of the failure of
17 Contractor to timely perform on its part and not occasioned by the County or any State
18 or Federal agency. In case of joint responsibility for delay in the final completion
19 of the work, where two or more separate contracts are in force at the same time and
20 cover work at the same site, liquidated damages assessed against any one Contractor
21 will be based upon the individual responsibility of that Contractor for the delay as
22 determined by, and in the judgment of, County. County shall have the right to deduct
23 the liquidated damages from any money in its hands, otherwise due, or to become due,
24 to Contractor, or to sue for and recover compensation for damages for nonperformance
25 of this contract within the time stipulated. It is acknowledged that the subject
26 contract is a public project which is subject to the provisions of the Public
27 Contracts Code. Accordingly, County has determined and the Contractor acknowledges
28 that the liquidated damages as established herein are governed by the provisions of
29 Government Code Section 53069.85 and are predicated upon the reasonable damages
30 accruing to County stemming from any delay in the completion of this project.
31

32 (H) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

33 CLEAN AIR ACT

34 (1) The contractor agrees to comply with all applicable standards, orders or
35 regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

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1 (2) The contractor agrees to report each violation to the County of Lake and
2 understands and agrees that the County of Lake will, in turn, report each violation as
3 required to assure notification to the County of Lake, Federal Emergency Management
4 Agency, and the appropriate Environmental Protection Agency Regional Office.

5 (3) The contractor agrees to include these requirements in each subcontract
6 exceeding \$100,000 financed in whole or in part with Federal assistance provided by
7 FEMA.

8 **FEDERAL WATER POLLUTION CONTROL ACT**

9 (4) The contractor agrees to comply with all applicable standards, orders or
10 regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33
11 U.S.C. 1251 et seq.

12 (5) The contractor agrees to report each violation to the County of Lake and
13 understands and agrees that the County of Lake will, in turn, report each violation as
14 required to assure notification to the County of Lake, Federal Emergency Management
15 Agency, and the appropriate Environmental Protection Agency Regional Office

16 (6) The contractor agrees to include these requirements in each subcontract
17 exceeding \$100,000 financed in whole or in part with Federal assistance provided by
18 FEMA."

19
20 (I) **ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. § 6201**

21
22 The contractor agrees to comply with mandatory standards and policies relating to
23 energy efficiency which are contained in the State Energy Conservation Plan issued in
24 compliance with the Energy Policy and Conservation Act.

25
26 (J) **SUSPENSION AND DEBARMENT**

27
28 (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and
29 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the
30 contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates
31 (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or
32 disqualified (defined at 2 C.F.R. § 180.935).

33 (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.
34 3000, subpart C and must include a requirement to comply with these regulations in
35 any lower tier covered transaction it enters into.

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1 (3) This certification is a material representation of fact relied upon by
2 County of Lake. If it is later determined that the contractor did not comply with
3 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to
4 remedies available to (name of state agency serving as grantee and County of Lake),
5 the Federal Government may pursue available remedies, including but not limited to
6 suspension and/or debarment.

7 (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R.
8 pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and
9 throughout the period of any contract that may arise from this offer. The bidder or
10 proposer further agrees to include a provision requiring such compliance in its
11 lower tier covered transactions."

12
13 (K) **"BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)"**
14

15 Contractors who apply or bid for an award of \$100,000 or more shall file the
16 required certification. Each tier certifies to the tier above that it will not and
17 has not used Federal appropriated funds to pay any person or organization for
18 influencing or attempting to influence an officer or employee of any agency, a
19 member of Congress, officer or employee of Congress, or an employee of a member of
20 Congress in connection with obtaining any Federal contract, grant, or any other
21 award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with
22 non-Federal funds that takes place in connection with obtaining any Federal award.
23 Such disclosures are forwarded from tier to tier up to the recipient."
24

25 (L) **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**
26

27 (1) During the performance of this contract, the Contractor agrees as follows:
28 The Contractor will not discriminate against any employee or applicant for employment
29 because of race, color, religion, sex or national origin. The Contractor will take
30 affirmative action to ensure that applicants are employed, and the employees are
31 treated during employment without regard to their race, color, religion, sex or
32 national origin. Such action shall include, but not be limited to the following:
33 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
34 layoff or termination; rates of pay or other forms of compensation; and selection for
35 training, including apprenticeship. The Contractor agrees to post in conspicuous

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1 places, available to employees and applicants for employment, notices to be provided
2 setting forth the provisions of this nondiscrimination clause.
3

4 (2) The Contractor will, in all solicitations or advertisements for employees
5 placed by or on behalf of the Contractor, state that all qualified applicants will
6 receive consideration for employment without regard to race, color, religion, sex or
7 national origin.
8

9 (3) The Contractor will send to each labor union or representative of workers with
10 which he has a collective bargaining agreement or other contract or understanding, a
11 notice to be provided advising the said labor union or workers' representative of the
12 Contractor's commitments under this section, and shall post copies of the notice in
13 conspicuous places available to employees and applicants for employment.
14

15 (4) The Contractor will comply with all provisions of Executive Order 11246 of
16 September 24, 1965, and of the rules, regulations and relevant orders of the Secretary
17 of Labor.

18 (5) The Contractor will furnish all information and reports required by Executive
19 Order 11246 of September 24, 1965, and by rules, regulations and orders of the
20 Secretary of Labor, or pursuant thereto, and will permit access to his books, records
21 and accounts by the administering agency and the Secretary of Labor for purposes of
22 investigation to ascertain compliance with such rules, regulations and orders.
23

24 (6) In the event of the Contractor's noncompliance with the nondiscrimination
25 clauses of this contract or with any of the said rules, regulations, or orders, this
26 contract may be canceled, terminated or suspended in whole or in part and the
27 contractor may be declared ineligible for further Government contracts or federally
28 assisted construction contracts in accordance with procedures authorized in Executive
29 Order 11246 of September 24, 1965, and such other sanctions may be imposed and
30 remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the
31 rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
32

33 (7) The Contractor will include the provisions of paragraphs (1) through (7) in
34 every subcontract or purchase order unless exempted by rules, regulations, or orders
35 of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of
36 September 24, 1965, so that such provisions will be binding upon each subcontractor or

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1 vendor. The Contractor will take such action with respect to any subcontract or
2 purchase order as the administering agency may direct as a means of enforcing such
3 provisions, including sanctions for noncompliance. Provided, however, that in the
4 event a Contractor becomes involved in, or is threatened with litigation with a
5 subcontractor or vendor as a result of such direction by the administering agency the
6 contractor may request the United States to enter into such litigation to protect the
7 interests of the United States.

8
9 (M) **COPELAND "ANTI-KICKBACK" ACT**

10
11 (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145,
12 and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated
13 by reference into this contract.

14 (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts
15 the clause above and such other clauses as the FEMA may by appropriate instructions
16 require, and also a clause requiring the subcontractors to include these clauses in
17 any lower tier subcontracts. The prime contractor shall be responsible for the
18 compliance by any subcontractor or lower tier subcontractor with all of these contract
19 clauses.

20 (3) Breach. A breach of the contract clauses above may be grounds for termination
21 of the contract, and for debarment as a contractor and subcontractor as provided in 29
22 C.F.R. § 5.12.

23
24
25 (N) **NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO**
26 **REPORTING (44 C.F.R. § 13.36(I)(7))**

27
28 (1) General. County of Lake is using Public Assistance grant funding awarded by
29 FEMA to the County of Lake to pay, in whole or in part, for the costs incurred under
30 this contract. As a condition of Public Assistance funding under (major disaster or
31 emergency) declaration FEMA-4240-DR-CA, FEMA requires the County of Lake to provide
32 various financial and performance reporting.

33 a. It is important that the contractor is aware of these reporting
34 requirements, as the County of Lake may require the contractor to provide certain
35 information, documentation, and other reporting in order to satisfy reporting

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1 requirements to (insert name of grantee) which, in turn, will enable (insert name of
2 grantee) to satisfy reporting requirements to FEMA.

3 b. Failure of (insert name of grantee) to satisfy reporting requirements to
4 FEMA is a material breach of the FEMA-State Agreement, and could result in loss of
5 Federal financial assistance awarded to fund this contract.

6 (2) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and
7 other sources setting forth these reporting requirements are as follows:

8 a. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)

9 b. 44 C.F.R. § 13.41 (Financial Reporting)

10 c. 44 C.F.R § 13.50(b) (Reports)

11 d. 44 C.F.R. § 206.204(f) (Progress Reports)

12 e. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program
13 Management and Grant Closeout Standard Operating Procedure (Dec. 2013)

14 f. FEMA-State (or Tribal) Agreement

15 (3) Financial Reporting. The (insert name of grantee) is required to submit to the
16 following financial reports to FEMA:

17 a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30
18 days after FEMA has approved the first Public Assistance project under FEMA-XXXX-XX.

19 b. Quarterly Reports. Following submission of the initial report, quarterly Federal
20 Financial Reports until submission of the final report described in the following
21 subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

22 c. Final Report. A final Federal Financial Report within 90 days of the end of the
23 period of performance for the Public Assistance grant.

24 (4) Performance Reporting. The (insert name of grantee) is required to submit to the
25 following financial reports to FEMA:

26 a. Initial Report. An initial performance report no later than 30 days after FEMA
27 has approved the first Public Assistance project under FEMA-4240-DR-CA.

28 b. Quarterly Reports. Following submission of the initial report, quarterly
29 performance reports until submission of the final report described in the following
30 subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

31 c. Final Report. A final performance report within 90 days of the end of the period
32 of performance for the Public Assistance grant."

33
34
35
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1
2 2. **COUNTY RESPONSIBILITIES**
3

4 For services described above, the County shall pay Contractor the sum of
5 _____ dollars
6 (\$ _____), within 30 days of satisfactory completion of the tasks described
7 above, as determined by the Lake County Special Districts Administrator.
8

9 3. **TERM**
10

11 This Contract shall commence on the date hereinabove entered into and shall
12 continue in full force and effect until it is either terminated as hereinafter
13 provided or Contractor fulfills responsibilities as described above.
14

15 4. **TERMINATION**
16

17 This Contract may be terminated as follows:

18 (A) By mutual consent of the parties; or
19

20 (B) By Lake County Special Districts Administrator upon 10 days written
21 notice thereof to Contractor.
22

23 Upon termination, County shall not be liable to pay Contractor the total
24 compensation set forth in paragraph 2 hereof, but Contractor shall be paid an amount
25 which bears the same ratio to the total compensation as the services actually
26 performed bear to the total services of the Contractor covered by this Contract.
27
28

29 5. **STANDARD OF CARE**
30

31 Contractor represents that it is specially trained, licensed, experienced and
32 competent to perform all the services, responsibilities and duties specified herein
33 and that such services, responsibilities and duties shall be performed, whether by
34 Contractor or designated subcontractors, in a manner according to generally accepted
35 construction practices.
36

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1
2
3 6. CONTRACTOR'S INSURANCE
4

5 Contractor shall not commence work under this Agreement until he has obtained
6 all the insurance required herein, certificates of insurance have been submitted
7 to County and said insurance has been approved by County. The certificates of
8 insurance shall contain a provision that coverage afforded under the policies
9 will not be canceled until at least twenty days (20) prior written notice has
10 been given to County. Contractor shall not allow any subcontractor to commence
11 work on his subcontract until the insurance required of the subcontractor has been
12 obtained.
13

14 Any failure of Contractor to maintain the insurance required by this section, or
15 to comply with any of the requirements of this section, shall constitute a
16 material breach of the entire Agreement.
17

18 Certificates evidencing the issuance of the following insurance shall be filed
19 with the County within ten (10) days after the date of execution of this Agreement
20 by Contractor and prior to commencement of work hereunder:
21

22 (A) Workers' Compensation Insurance: Contractor shall procure and
23 maintain, at Contractor's own expense, during the term hereof, Workers'
24 Compensation Insurance and Employer's Liability Insurance as required by the State
25 of California, for all employees to be engaged in work. In case any such work is
26 sublet, Contractor shall require subcontractor similarly to provide Employer's
27 Liability and Workers' Compensation Insurance for all of the latter's employees to
28 be engaged in such work unless such employees are covered by the protection
29 afforded by Contractor's Workers' Compensation Insurance. Employer's Liability
30 Insurance shall be in an amount not less than \$1,000,000 per occurrence.
31

32 (B) Commercial General Liability: Contractor shall procure and
33 maintain, at Contractor's own expense during the term hereof, upon himself and
34 his employees at all times during the course of this Agreement, Commercial
35 General Liability Insurance (Occurrence Form CG 0001), for bodily injury,
36 personal injury and broad form property damage, in an amount of not less than

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One Million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: Premises-operations, Products and completed operations, Blanket contractual, Independent contractor's liability, and Explosion, collapse and underground hazards.

(C) Automobile Liability Insurance: Contractor shall procure and maintain, at Contractor's own expense during the term hereof, 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.

(D) Subcontractors: Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONTRACTOR hereinafter.

(E) Other Insurance Provisions

1. The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(a) The following 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**:

1. County of Lake on behalf of CSA-16, their officers, employees, agents or volunteers
230 N. Main Street
Lakeport, CA 95453
2. County of Lake, its officers, employees, agents or volunteers
255 N. Forbes St
Lakeport, CA 95453

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1 Contractor shall not commence work under this Contract until he has had delivered
2 to County the Additional Insured Endorsements required herein.

3
4 (b) Coverage shall not extend to any indemnity coverage for the active
5 negligence of the additional insured in any case where an agreement to indemnify
6 the additional insured would be invalid under Subdivision (b) of Section 2782 of
7 the Civil Code.

8
9 (c) For any claims related to this project, the Contractor's insurance
10 coverage shall be primary insurance. Any insurance or self-insurance maintained
11 by:

12 1. County of Lake on behalf of CSA-16, their officers,
13 employees, agents or volunteers
14 230 N. Main Street
15 Lakeport, CA 95453

16
17 2. County of Lake, its officers, employees, agents or volunteers
18 255 N. Forbes St
19 Lakeport, CA 95453

20
21 shall be excess of the Contractor's insurance and shall not contribute with it.

22
23 (2) The following provisions shall apply to all of the insurance
24 coverages hereinabove:

25
26 (a) Any deductibles or self-insured retentions must be declared to
27 and approved by County. At the option of County, either: Contractor shall
28 reduce or eliminate such deductibles or self-insurance retentions; or Contractor
29 shall provide a financial guarantee satisfactory to County guaranteeing payment
30 of losses and related investigations, claim administration and defense expenses.

31
32 (b) Insurance is to be placed with insurers with a current A.M. Best's
33 rating of no less than A:VII.

34
35 (b) Insurance coverage in the minimum amounts set forth herein shall
36 not be construed to relieve the Contractor for liability in excess

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1 of such coverage, nor shall it preclude County from taking other
2 actions as is available to it under any other provision of the
3 Agreement or law. Failure of County to enforce in a timely manner
4 any of the provisions of this section shall not act as a waiver to
5 enforcement of any of these provisions at a later date.
6

7 (F) Contract Bonds

8 The successful bidder shall furnish a Payment Bond and a Performance Bond in the
9 amount specified in the form attached hereto. The Bonds shall be furnished in
10 the form enclosed following the Contract and shall be satisfactory to the County
11 and shall be obtained from a responsible corporate surety (or sureties)
12 acceptable to the County, which is licensed by the State of California to act as
13 surety upon bonds and undertakings and which maintains in this State at least
14 one office for the conduct of its business. The surety (or sureties) shall
15 furnish reports as to its financial condition from time to time as requested by
16 the County. The premiums for said Bonds shall be paid by the successful bidder.
17 If any surety becomes unacceptable to the County or fails to furnish reports as
18 to its financial condition as requested by the County, the Contractor shall
19 promptly furnish such additional security as may be required from time to time
20 to protect the interests of the County and of persons supplying labor or
21 materials in the prosecution of the work contemplated by this Contract.

22 In the event of any conflict between the terms of the Contract and the terms of
23 the Bonds, the terms of the Contract shall control and the Bonds shall be deemed
24 to be amended thereby. Without limiting the foregoing, the County shall be
25 entitled to exercise all rights granted to it by the Contract in the event of
26 default, without control thereof by the surety, provided that the County gives
27 the surety notice of such default at the time or before the exercise of any such
28 right by the County and, regardless of the terms of said Bonds, the exercise of
29 any such right by the County shall in no manner affect the liability of the
30 surety under said Bonds.
31

32 7. INDEMNIFICATION-HOLD HARMLESS
33

34 To the fullest extent permitted by laws and regulations, Contractor shall
35 indemnify and hold harmless Lake County Special Districts Administration and the County
36 of Lake and their officers, employees and agents from and against all claims, costs,

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1 losses, and damages (including but not limited to all fees and charges of attorneys,
2 and other professionals and all court or arbitration or other dispute resolution costs)
3 arising out of or relating to the performance of the Work, provided any such claim,
4 cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or
5 to injury to or destruction of tangible property (other than the Work itself),
6 including the loss of use resulting from but only to the extent caused by any negligent
7 act or omission of Contractor, any Subcontractor, any Supplier, or any individual or
8 entity directly or indirectly employed by any of them to perform any of the Work or for
9 anyone for whose acts any of them may be liable.

10
11
12 8. **ASSIGNMENT**

13
14 Contractor shall not assign any interest in this Contract and shall not
15 transfer any interest in the same without the prior written consent of County, except
16 that claims for money due or to become due Contractor from County under this Contract
17 may be assigned by Contractor to a bank, trust company, or other financial institution
18 without such approval. Written notice of any such transfer shall be furnished
19 promptly to County. Any attempt at assignment of rights under this Contract except
20 for those specifically consented to by both parties or as stated above shall be void.

21
22 9. **INDEPENDENT CONTRACTOR**

23
24 It is specifically understood and agreed that in the making and performance of
25 this Contract, Contractor is an independent contractor and is not an employee, agent,
26 or servant of County.

27
28 10. **MODIFICATION**

29
30 This Contract may only be modified by a written amendment hereto, executed by
31 both parties; however, matters concerning scope of services which do not affect the
32 agreed price may be modified by mutual written consent of Contractor and County
33 executed by the Special Districts Administrator. The Contract price and scope of work
34 may be modified by County issuing a "change order," specifying the work to be done and
35 a mutually acceptable decrease or increase in the Contract price, as specified in
36 Section 2 of this Contract.

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1
2
3 11. **ATTORNEY'S FEES AND COSTS**
4

5 If any action at law or in equity is necessary to enforce or interpret the
6 terms of this Contract, the prevailing party shall be entitled to reasonable
7 attorney's fees, costs, and necessary disbursements in addition to any other relief to
8 which such party may be entitled.
9

10 12. **OWNERSHIP**
11

12 All non-proprietary reports, drawings, renderings, or other documents or
13 materials prepared by Contractor hereunder shall become the property of County.
14

15 13. **ACCESS TO RECORDS (44 C.F.R. § 13.36(I) (10))**
16

17 "Access to Records. The following access to records requirements apply to this
18 contract:

19 (a) The contractor agrees to provide (insert name of state agency or local or
20 Indian tribal government), (insert name of grantee), the FEMA Administrator, the
21 Comptroller General of the United States, or any of their authorized representatives
22 access to any books, documents, papers, and records of the Contractor which are
23 directly pertinent to this contract for the purposes of making audits, examinations,
24 excerpts, and transcriptions.

25 (b) The Contractor agrees to permit any of the foregoing parties to reproduce by
26 any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

27 (c) The contractor agrees to provide the FEMA Administrator or his authorized
28 representatives access to construction or other work sites pertaining to the work
29 being completed under the contract."
30
31

32 14. **RETENTION OF RECORDS (44 C.F.R. § 13.36(I) (11))**
33

34 "Retention of Records. The contractor agrees to maintain all books, records, accounts
35 and reports required under this contract for a period of not less than three years
36 after the date of termination or expiration of this contract, except in the event of

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litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the County of Lake, Special Districts, FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

15. **INTEREST OF CONTRACTOR**

Contractor hereby covenants that he has, at the time of the execution of this Contract, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Contract. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

16. **SEVERABILITY**

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

17. **NOTICES**

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Lake County

Special Districts Administration

230 N. Main Street

Lakeport, CA 95453

CONTRACTOR

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1
2 18. ADDITIONAL PROVISIONS
3

4 This Contract shall be governed by the laws of the State of California. It
5 constitutes the entire agreement between the parties regarding its subject
6 matter. This Contract supersedes all proposals, oral and written, and all
7 negotiations, conversations or discussions heretofore and between the parties related
8 to the subject matter of this Contract.
9

10 Executed at Lakeport, California, on the day and year first written above.
11

12 County of Lake on behalf of CSA-16
13

14 _____
15
16 Special Districts Administrator

CONTRACTOR

17
18 APPROVED AS TO FORM:

19 ANITA L. GRANT

20 County Counsel

21
22 By:  _____

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Lake County Special Districts
Clearlake Oaks Intertie Control Valve Project
Bid No. SD 17-03

Bid Documents