

BEAUMONT-CHERRY VALLEY WATER DISTRICT
9TH STREET AND 11TH STREET PIPELINE REPLACEMENT PROJECT
CONTRACT DOCUMENTS

ADDENDUM NO. 1

PLEASE BE ADVISED:

1. **Reference:** Beaumont-Cherry Valley Water District 9th and 11th Street Pipeline Replacement Project, Contract Documents, Contract for Public Work. Part 3 – Duties of Contractor, Section 3.1.

Replace in its entirety: Part 3 – Duties of Contractor, Section 3.1, Description as follows:

“Contractor agrees to furnish all labor, tools, and equipment necessary to complete the work hereinafter described. Contractor hereby guarantees that all work to be performed by it hereunder will be performed in a good and workmanlike manner. The Work to be performed by Contractor is described on the Construction Drawings and Specifications included herein attached hereto and by this reference incorporated herein. Pursuant to Public Contract Code Section 3300, Contractor shall possess an active and current Contractor’s License, Class A or C-57, which shall be maintained throughout the term of this Contract.”

With the following text:

“Contractor agrees to furnish all labor, tools, and equipment necessary to complete the work hereinafter described. Contractor hereby guarantees that all work to be performed by it hereunder will be performed in a good and workmanlike manner. The Work to be performed by Contractor is described on the Construction Drawings and Specifications included herein attached hereto and by this reference incorporated herein. Pursuant to Public Contract Code Section 3300, Contractor shall possess an active and current Contractor’s License, Class A or C-34, which shall be maintained throughout the term of this Contract”

Reissued Draft Contract for Public Works in its entirety has been included as part of ADDENDUM NO. 1 and shall be submitted as the quotation (Bid) Schedule.

By: _____

Daniel K. Jagers, RCE No. 52990

Date: _____

2/12/2020

ADDENDUM NO. 1 ACKNOWLEDGEMENT

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for 9th Street and 11th Street Pipeline Replacement Project Contract Documents. This acknowledgement page shall be signed, dated and included with the Bidder's Bid Proposal Packet.

Bidder: _____

By: _____
(Bidder's Authorized Representative)

Date: _____

Title: _____

BEAUMONT-CHERRY VALLEY WATER DISTRICT

CONTRACT FOR PUBLIC WORK

1. Parties and Date

This Contract is entered into this ____ day of _____, 2020, between the BEAUMONT-CHERRY VALLEY WATER DISTRICT, a California Irrigation (Special) District ("District"), and _____ ("Contractor"), for the Work described as follows: 9th Street and 11th Street Pipeline Replacement.

2. Consideration

In consideration of the mutual covenants hereinafter contained, District and Contractor agree to comply with the terms of this Contract and to faithfully perform their duties hereunder.

3. Duties of Contractor

3.1 Contractor agrees to furnish all labor, tools, and equipment necessary to complete the work hereinafter described. Contractor hereby guarantees that all work to be performed by it hereunder will be performed in a good and workmanlike manner. The Work to be performed by Contractor is described on the Construction Drawings and Specifications included herein attached hereto and by this reference incorporated herein. Pursuant to Public Contract Code Section 3300, Contractor shall possess an active and current Contractor's License, Class A or C-34, which shall be maintained throughout the term of this Contract.

3.2 Contractor shall complete all work required herein on or before **March 30, 2020.**

3.3 Contractor shall furnish District with labor ~~and material~~ releases from all subcontractors performing work on, ~~or furnishing materials for~~, the job prior to final payment by District.

3.4 **(Section 3.4 Not Required)** ~~Contractor shall furnish a performance bond in the amount of the full contract price, a payment bond in the amount of 50% of the full contract price, and a maintenance bond in the amount of the full contract price issued in forms consistent with industry standards by United States Treasury authorized bonding companies as approved by District, prior to commencement of the Work. Bonds shall be furnished on the forms attached at the back of this Contract, if Additive Bid Item is exercised. Contractor hereby guarantees that all materials and workmanship furnished by him under the Contract will meet fully all requirements thereof as to quality or workmanship and of materials furnished by him. Contractor hereby agrees to replace all materials and pay for all installation costs made necessary by defects in materials or workmanship supplied by him that become evident within twelve (12) months after the date of final payment and to pay for all~~

~~work necessary to remove, restore, and replace the materials to full serviceability and to full compliance with the requirements of the Contract, including the test requirements for any part of the materials furnished hereunder which, during said twelve (12) month period, are found to be deficient with respect to any provision of the Contract. Contractor also agrees and does hereby hold District harmless from claims of any kind which may arise from injury or damage due to said defects. Contractor shall replace all defective materials promptly upon receipt of written orders for same from District. If Contractor fails to replace all defective materials promptly, District may secure the service of others to do this work, and Contractor and his surety shall be liable to District for the cost, including removal and replacement thereof. The guarantees, indemnifications and agreements set forth above shall continue to be secured following completion of the project by Contractor providing a maintenance bond in the amount of 100% of the full contract price on a form commonly used in the industry and acceptable to the District, and for this purpose said bond shall remain in force for a period of one (1) year after the date of the final payment.~~

3.5 Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available to interested parties upon request. If the total amount of this Contract is \$1,000 or more, Contractor agrees to pay such prevailing rates to each workman needed to execute the work required under this Contract and further agrees to comply with the penalty provisions of Section 1775 of the Labor Code in the event of its failure to pay prevailing rates. Pursuant to Section 1727 of the Labor Code, all wages and penalties withheld for failure of Contractor to pay such per diem wages shall be transferred by District to the State Labor Commissioner for disbursement, should Contractor fail to bring suit for recovery within ninety (90) days after completion of the Contract or acceptance of the work.

3.6 Contractor shall pay travel subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

3.7 When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.8 Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9 In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement,

or keep payroll records containing the same information required by such forms, and shall make any such records available for inspection.

3.10 Contractor shall keep himself fully informed of all laws and regulations in any manner affecting the performance of the Contract work, and shall indemnify District and District's agents against any liability arising from violation of any such law or regulation.

3.11 Contractor shall at its own expense maintain at least the following insurance coverages throughout the performance of this Contract:

(a) Worker's compensation insurance coverages for all persons employed or to be employed in the performance of this Contract, which insurance shall at all times be maintained in strict accordance with the requirements of the current California Worker's Compensation Insurance Laws.

(b) General commercial liability insurance coverage of at least \$2,000,000 per occurrence and \$2,000,000 general aggregate insuring Contractor and naming District as an additional insured for all claims for bodily injury, personal injury and property damage, arising out of or in connection with any operations under this Contract.

(c) Automobile liability insurance coverage with a limit of liability of \$1,000,000 per accident Combined Single Limit.

(d) Course of construction insurance with a limit of liability equal to the full contract amount, unless waived in writing by District.

Prior to commencement of any work under this Contract, Contractor shall obtain and furnish to District a Certificate of Insurance as to each type of insurance required, which certificate shall be on the form provided to Contractor by District.

3.12 Contractor shall be responsible for all loss and damage which may arise out of the nature of the work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until same is fully completed and accepted by District. However, Contractor shall be responsible for damage proximately caused by an act of God within the meaning of Section 4150 of the Government Code only to the extent of five percent (5%) of the contract amount.

3.13 Contractor shall indemnify and hold harmless District, its agents and employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of work under this Contract and which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by any negligent or willful act or omission of the Contractor or anyone directly or indirectly employed by him or for whose acts he may be liable.

3.14 Contractor shall be responsible for securing and paying for all permits and licenses necessary to perform the work described herein.

3.15 If the work entails trenching of five (5) feet or more in depth, Contractor shall make adequate provisions for shoring, bracing, sloping, or other protection from the hazard of caving ground.

3.16 As required by Public Contract Code Section 7104, Contractor shall promptly, and prior to disturbance of conditions, notify District of (a) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II, or Class III disposal site; (b) subsurface or latent physical conditions at the site differing from those indicated by District; and (c) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District will promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date but will retain all rights provided by the Contract or by law for resolving the dispute.

4. District's Responsibilities

4.1 As consideration for performance of the work required herein, District agrees to pay Contractor the total contract amount of _____, (\$ _____), provided that such amount shall be subject to adjustment pursuant to written change orders signed in advance by District.

4.2 Contractor shall submit progress payment invoices to District at the end of each calendar month during the term of the Contract. All progress payment invoices shall be subject to approval by the District prior to payment by the District. Such progress payment invoices shall be made in accordance with Section 20104.50 of the California Public Contract Code, requiring District to make a determination of suitability of the payment request within seven (7) days of receipt of such request and further requiring District to make payment on properly submitted progress payment invoices within thirty (30) days in order to avoid interest payments to the Contractor upon such amounts.

4.3 When the Contractor determines that he has completed the work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by Section 3.3 of this Contract. District shall thereupon inspect the work and, if acceptable, shall pay to Contractor the contract price, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made no later than sixty (60) calendar days after such final acceptance by District, in accordance with Section 7107 of the California Public Contract Code. Contractor is hereby alerted to provisions of Section 7107 of the California Public Contract Code, requiring Contractor to pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, within ten (10) calendar days from the time that all or any portion of such retention proceeds are received by Contractor from District. District will allow Contractor to substitute qualified securities, deposited with District or a qualified escrow agent, in lieu of contract retentions in accordance with provisions of California Public Contract Code, Section 22300. The escrow agreement used in such instance shall be substantially similar to that

form set out in Section 22300 of the Public Contract Code. District will provide this form to the Contractor upon request.

4.4 To the extent required by Section 4215 of the Government Code, District shall compensate Contractor for the costs of locating and repairing damage to underground utility facilities not due to the failure of Contractor to exercise reasonable care, and removing or relocating underground utility facilities not indicated in the construction drawings and for equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

5. Contractual Relationship

It is expressly agreed that Contractor is an independent contractor, and neither Contractor nor any of its employees shall be deemed employees of District. Contractor shall have full supervision over all workers on the job, including equipment, drivers, and operators, and neither District nor any of District's agents shall be held responsible for any action of Contractor under this Contract. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's General Manager, whose decision shall be binding upon Contractor.

6. Assignment Forbidden

Contractor shall not assign or transfer this Contract or any right, title or interest herein without the prior written consent of District. If contractor attempts an assignment of this Contract or any right or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or his assignee or transferee.

7. Time of Essence

Time is of the essence in the performance of this Contract. Contractor will be assessed liquidated damages in the amount of \$500.00 per calendar day for each day of unauthorized delay in completing performance.

8. Termination

This Contract may be terminated by District at any time by giving Contractor seven (7) days advance written notice. In the event of termination by District for any reason other than the fault of the Contractor, District shall pay Contractor for all work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor.

9. Dispute Resolution

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if they apply. Copies of those sections are available upon request and by this reference are incorporated herein.

10. Attorney's Fees and Costs

If any action is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to recover from the losing party attorney's fees in an amount determined to be reasonable by the court, together with costs and necessary disbursements.

11. Notices

Any notice required to be given under the terms of this Contract shall be sufficient and complete upon depositing the same in the United States mail, with postage prepaid and addressed as follows:

<u>DISTRICT</u>	<u>Contractor</u>
Beaumont-Cherry Valley Water	_____
District	_____
P.O. Box 2037	_____
560 Magnolia Avenue	_____
Beaumont, CA 9223	_____

12. Counterparts

This Contract shall be executed in two (2) counterparts, each of which shall constitute an original.

13. Certification of License

Contractor certifies that as of the date of execution of this contract, Contractor has a current contractor's license of the classification indicated below Contractor's signature hereto.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

(Contractor)

By: _____

Title: _____

Contractor's License Number & Classification

ATTEST:

Secretary

BEAUMONT-CHERRY VALLEY
WATER DISTRICT

By: _____
Daniel K. Jagers
General Manager

ATTEST:

Lona Williams
Secretary to the Board

CERTIFICATION

LABOR CODE – SECTION 1861

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

Contractor

By: _____

Title: _____