

## BIENNIAL ON-CALL AGREEMENT

### Domestic Water Valve Operator Wells and Sewer Manhole Adjustments

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Coachella Valley Water District ("CVWD") and EBS Utilities Adjusting, Inc. ("Contractor") for performance of the following public work of improvement - Domestic Water Valve Operator Wells and Sewer Manhole Adjustments (the "Project" or the "Work"), which shall be performed in accordance with all plans, specifications and other contract documents attached to or incorporated into this Agreement.

#### SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents and in the task order(s) to be issued pursuant to this Agreement and executed by the CVWD ("Task Order"). CVWD desires to engage Contractor to perform the Project, on an on-call basis. To this end, CVWD will issue individual Task Orders that more particularly describe the Work to be performed by Contractor during the term of this Agreement. No Work shall be performed by Contractor unless authorized by a fully executed Task Order in the form provided by CVWD as set forth in Attachment B.

B. The Project is generally described as follows:

- Lower and raise CVWD domestic water valve operator wells in accordance with the Technical Specifications and CVWD Standard Details W-17 and W-18
- Lower and raise CVWD sewer manholes in accordance with the Technical Specifications and CVWD Standard Details S-1A and S-1B
- Tie off all domestic water valve operator wells and sewer manholes prior to lowering
- All materials, labor, and other related items shall be the contractor's sole expense time and obligation to acquire
- The Contractor is required to obtain all necessary permits from the City, County or State and traffic control. CVWD will reimburse for these expenses as outlined in the Technical Specifications
- A Task Order will be issued to the Contractor to start work with a minimum seven day notice
- Contractor shall coordinate all work efforts with CVWD's Inspection Department

The domestic water valve operator wells and sewer manhole adjustments are located throughout the Coachella Valley, in various Cities and Counties within CVWD's service area.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- Submit a list of all permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- Coordinate with owner-scheduled events.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

C. The following documents are incorporated into and made part of this Agreement by reference:

- Notice Inviting Bids
- Instructions to and Information for Bidders
- Bid Forms and Addenda
- Schedule of Pay Items
- Bid, Payment, and Performance Bonds
- Insurance Requirements (Attachment A)
- Sample Task Order (Attachment B)
- CVWD Standard Domestic Water and Sewer Specifications, most recent version (Attachment C)
- Special Conditions
- Technical Specifications for Domestic Water Valve Operator Wells and Sewer Manholes
- Standard Specifications for Public Works Construction (the "Green Book"), excluding Sections 1 through 9, most recent version (the Standard Specifications)
- Change Orders issued in accordance with the Contract Documents

D. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Technical Specifications, Plans, Special Conditions, Agreement, Standard Specifications, Bid Forms, Instructions to and Information for Bidders, Notice Inviting Bids.

E. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

## **SECTION 2 - PRICE**

A. CVWD agrees to pay, and Contractor agrees to accept, the not-to-exceed sum authorized under each Task Order, unless expressly authorized by a subsequent Amendment to the Task Order. Work shall be done at unit prices and will be paid based on actual quantities of work performed and accepted. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. CVWD shall make payment within thirty (30) days of receipt of a complete and undisputed application, less five percent retention. CVWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date CVWD accepts the Work. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by CVWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by CVWD, for unit price items listed, if any, in the Bid Form. Following CVWD's acceptance of the Work, the Contractor shall submit to CVWD a written statement of the final quantities of unit price items for inclusion in the final payment request. CVWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

C. [Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to CVWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code Sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

## **SECTION 3 - ENTIRE AGREEMENT**

This Agreement represents the entire agreement between CVWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

## **SECTION 4 - TIME**

A. The term of this Agreement shall be from December 10, 2024 to December 10, 2026, unless earlier terminated as provided herein (the "Contract Time"). CVWD shall have the option, at its sole discretion, to extend the Contract Time by up to one (1) additional year. Contractor shall complete the Project within the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Orders.

B. Time is of the essence of this Agreement.

C. Contractor shall provide CVWD with scheduling information in a form acceptable to CVWD, including any changes made by CVWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

D. If Contractor fails to complete the Project within the Contract Time, CVWD will sustain damage. It is and will be impracticable to determine the actual damage which CVWD will sustain in the event of and by reason of such delay, therefore Contractor will pay to CVWD the sum set forth in the Special Conditions for each and every calendar day's delay beyond the time prescribed to complete the Work; Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that CVWD may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

E. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, CVWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of CVWD; and if it decides to extend Contract Time, CVWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

F. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within three (3) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. CVWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays, and the Contractor will not receive an adjustment to the Contract Price or any other compensation.

G. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of CVWD, Contractor must give CVWD written notice of the commencement of delay within three (3) days of its occurrence.

## **SECTION 5 - LABOR**

A. The Contract is subject to California Labor Code Sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, CVWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in CVWD, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of CVWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to CVWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to CVWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

D. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

E. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

F. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

G. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

H. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by CVWD. Contractor shall defend, indemnify and hold CVWD, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

I. If the Contract Price is greater than \$25,000, Contractor shall, in advance of excavation five feet or more in depth, submit to CVWD a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on CVWD, any of its officers, officials, partners, employees, agents, Contractors or volunteers. CVWD's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to CVWD the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

J. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

## **SECTION 6 - CHANGES IN WORK**

A. Contractor shall make no changes in the Work without written direction from CVWD. Contractor shall not be compensated for any change made without any CVWD's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If CVWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
2. By a combination of existing and new unit prices and related quantities for the changed work;
3. Time and Materials, calculated as set forth in Section 6(C), below; or
4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only :
  - (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  - (b) Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to CVWD notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If CVWD determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
  - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
  - (b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by CVWD. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

- (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
- 4. Work Performed by Special Forces or Other Special Services: When CVWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.
- 5. Overhead Defined:
  - (a) The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.
- 6. Overhead and Profit for Time and Materials:

For work Contractor performs on Time and Materials at CVWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

  - (a) Overhead and profit on labor shall be fifteen percent (15%).
  - (b) Overhead and profit on materials shall be fifteen percent (15%).
  - (c) Overhead and profit on equipment rental shall be ten percent (10%).



- (d) When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).
- (e) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.
- (f) Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.
- (g) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
- (h) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If CVWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, CVWD will make a reasonable adjustment to the Contract Time.

## **SECTION 7 - CLAIMS AND DISPUTES**

A. If any dispute shall arise between CVWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to CVWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between CVWD and Contractor, the procedures set forth herein shall govern.

C. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

D. Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has

been denied by CVWD, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by CVWD. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to CVWD and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

E. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
2. List of documents relating to claim:
  - (a) Specifications
  - (b) Drawings
  - (c) Clarifications (Requests for Information)
  - (d) Schedules
  - (e) Other
3. Chronology of events and correspondence
4. Analysis of claim merit
5. Analysis of claim cost, including calculations and supporting documents
6. Time impact analysis in CPM format
7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Plans or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code Section 12650 *et seq.*

F. CVWD's Response. Upon receipt of a claim pursuant to this Section, CVWD shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after CVWD issues its written statement.

1. If CVWD needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CVWD shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
2. Within 30 days of receipt of a claim, CVWD may request in writing additional documentation supporting the claim or relating to defenses or claims CVWD may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CVWD and the Contractor.
3. CVWD's written response to the claim shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

G. Meet and Confer. If the Contractor disputes CVWD's written response, or CVWD fails to respond within the time prescribed, the Contractor may so notify CVWD, in writing, either within 15 days of receipt of CVWD's response or within 15 days of CVWD's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CVWD shall schedule a meet and confer conference within 30 days for settlement of the dispute.

H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CVWD shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CVWD issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with CVWD and the Contractor sharing the associated costs equally. CVWD and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. 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.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
3. Unless otherwise agreed to by CVWD and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

I. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to 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 the Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against CVWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against CVWD. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to the Contractor excepting only new unrelated claims that arise after the Government Code claim is submitted.

L. CVWD's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

M. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by CVWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

N. Venue for any litigation arising out of or relating to this Agreement shall be Riverside County, California.

O. Pursuant to Public Contract Code Section 9201, CVWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

## **SECTION 8 - INSPECTION AND PROTECTION OF WORK**

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by CVWD.

B. Contractor shall make the work accessible at all reasonable times for inspection by CVWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by CVWD.

C. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, CVWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

D. CVWD may reject materials or Work that does not meet the requirements of the Contract Documents. If CVWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to CVWD.

## **SECTION 9 - ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.
- B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.
- C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to CVWD, the subcontractor shall be removed immediately on the requisition of CVWD in the manner required by law and shall not again be employed on the work.
- E. Contractor may not assign any portion of the Contract except upon written consent of CVWD.

## **SECTION 10 - TERMINATION**

- A. Should Contractor fail within seven (7) calendar days from receipt of CVWD's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of CVWD, or failure pay its creditors, CVWD may terminate this Agreement and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, CVWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of CVWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. CVWD may at any time terminate the Contract at CVWD's convenience upon five (5) days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to CVWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against CVWD for any additional compensation or damages in the event of such termination.
- C. If CVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

## **SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION**

A. CVWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of CVWD's officers or employees.

B. To the fullest extent permitted by law, Contractor shall indemnify, defend with legal counsel approved by CVWD, and hold harmless CVWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of CVWD. Should conflict of interest principles preclude a single attorney from representing both CVWD and Contractor, or should CVWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse CVWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against CVWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of CVWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CVWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CVWD for liability attributable to the active negligence of CVWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CVWD is shown to have been actively negligent and where CVWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of CVWD.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by CVWD, may be retained by CVWD until disposition has been made of such suits or claims for damage.

## **SECTION 12 - BONDS AND INSURANCE**

### **A. Bonds**

1. Within fifteen (15) days after being notified of the award of the contract, and before CVWD will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with CVWD Performance and Payment Surety bonds as set forth below. A Notice to Proceed will not be issued prior to CVWD's receipt of the aforementioned items. The Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original fifteen (15) Days it took to receive the properly executed Contract and related items will be deducted from the Contract Times.

2. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to CVWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

**B. Insurance**

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A to this Agreement. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to CVWD within fifteen (15) days after being notified of the award of the contract, and before execution of the agreement for construction by CVWD.

**SECTION 13 - WARRANTY**

Contractor warrants to CVWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Section shall not limit CVWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. CVWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure Section 337.15.

**SECTION 14 - LAWS TO BE OBSERVED**

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that 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 work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify CVWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by CVWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to CVWD in writing.



C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

## **SECTION 15 - MISCELLANEOUS**

### **A. Existing Utilities**

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require CVWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to CVWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by CVWD and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

CVWD will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by CVWD in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

### **B. Utility Location**

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

The locating of utilities shall be in conformance with Government Code Section 4216 except for CVWD's utilities located on CVWD's property and not on public right-of-way.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify CVWD before starting potholing operations. The Contractor shall uncover all piping and conduits to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code Section 4216.2(a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify CVWD in advance of this meeting.

C. Differing Site Conditions

1. The Contractor shall promptly, and before the following conditions are disturbed, notify CVWD in writing of any:
  - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
  - (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. CVWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between CVWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part

of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

D. Records and Audits

1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit CVWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. CVWD further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4)-year period following the termination or expiration of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination or expiration of this Contract.
3. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

E. Clayton Act and Cartwright Act

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code Section 7103.5 the Contractor and all of its Subcontractors hereby offer and agree to assign to CVWD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when CVWD tenders final payment to the Contractor without further acknowledgement by the parties.

F. Site Superintendent

The Contractor shall provide competent supervision and staffing of the Work as approved by CVWD. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

G. Character of Workers

If any or person employed by the Contractor or any Subcontractor shall appear to CVWD to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of CVWD, and such person shall not again be employed on the Work.

H. Notices

All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**Coachella Valley Water District:**

Email: COliphant@cvwd.org

Attn: Carrie Oliphant

**CONTRACTOR:**

Email: Tom@ebsgeneral.com

Attn: Thomas Nanci

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**SECTION 16 - WAIVERS OF LIEN**

Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. Sample forms to be used will be furnished by CVWD.

**SECTION 17 - CLEAN-UP**

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, CVWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

**SECTION 18 - LICENSE REQUIREMENT**

Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the Special Conditions. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## **SECTION 19 - COMPLIANCE WITH STATE STORM WATER PERMIT**

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments. National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

### **COACHELLA VALLEY WATER DISTRICT:**

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

Printed Name: J. M. Barrett

Title: General Manager

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

### **ATTEST:**

\_\_\_\_\_  
Clerk of the Board

### **CONTRACTOR:**

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

License No. \_\_\_\_\_

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