

SECTION "E"
AGREEMENT

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**WASTEWATER TREATMENT AND DISPOSAL SYSTEM
IRRIGATION PUMP STATION REPLACEMENT PROJECT
BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT**

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2020, by and between the Bolinas Community Public Utility District (“District”), a political subdivision of the State of California, and _____ (“Contractor”).

WITNESSETH:

WHEREAS, BCPUD is planning to conduct a pump station replacement project at its existing wastewater treatment facility. Project construction work will include installation of a concrete slab and housekeeping pads with associated piping and conduits for a new District-provided pump station and prefabricated enclosure; installation of the pumps, control panel and related appurtenances; installation of the prefabricated enclosure; furnishing and installation of other piping, valves and appurtenances and associated concrete, mechanical and electrical work; and furnishing and installation of a new floating intake piping structure and anchor system, (the “Project”) at 101 Mesa Road in the unincorporated community of Bolinas, Marin County, California, APN# 193-030-38 (the “Project Location”).

WHEREAS, BCPUD has invited unsealed Qualifications and sealed Bids for the construction of the Project in accordance with the terms of this Agreement;

WHEREAS, Contractor, in response to the Notice to Bidders, has submitted to BCPUD, in the manner and within the time specified, a sealed Bid accompanied by a Bid Guaranty for ten percent (10%) of the amount bid for construction of the Project in accordance with the terms of this Agreement;

WHEREAS, BCPUD determined that Contractor is a Qualified Bidder eligible to bid on the Project; and

WHEREAS, BCPUD has duly awarded to Contractor a Notice of Award therefore for the sum or sums named in the Bid.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I, WORK TO BE DONE

Following receipt of a written Notice to Proceed, Contractor, for itself, its heirs, executors, administrators, successors and assigns (as the case may be) covenants and agrees with BCPUD, under the conditions set forth in the Payment Bond and Performance Bond to furnish all necessary equipment, materials, parts, labor, machinery and appliances and at its own risk and expense complete the construction of the Project for BCPUD, in accordance with the terms of this Agreement, and according to such instructions as may be issued or given by BCPUD or its Engineer.

ARTICLE II, PARTS OF THE CONTRACT

The complete Agreement involves the following documents, by this reference incorporated herein, and other undertakings (herein, "Agreement" or "Contract Documents"):

1. Notice to Bidders (including any and all Addenda)
2. Information For and Instructions to Bidders
3. Contractor's Qualifications
4. Contractor's Bid Guaranty and Bid
5. Notice of Award
6. This Agreement
7. Contractor's Workers Compensation Statement
8. Contractor's Performance Bond and Payment Bond
9. General Specifications
10. Technical Specifications
11. Drawings (including all referenced Installation Manuals)
12. Permits
13. Forms

All of the documents named above are contained herein with the exception of Reference Specifications as described in Detailed Specifications.

ARTICLE III, AMOUNT TO BE PAID

BCPUD agrees to pay and Contractor will accept, in full consideration for the performance of the Agreement, subject to additions and deductions as provided therein, the sum of:

_____dollars (\$_____), said sum being the total price stated in the Bid submitted by Contractor for the complete performance of this Agreement by Contractor.

Contractor hereby agrees to accept the prices as stated in the Bid as full compensation for all materials and appliances necessary to the Work; for all labor and use of tools and other implements necessary for executing the nature of the Work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the Work; for all risks of every description connected therewith; for all expenses incurred in and in consequence of the suspension or discontinuance of the Work, as herein specified; for all liability and other insurance; for all fees or royalties or other expense on account of any patent or patents; for all overhead and other expenses incident to the Work and expected profits; and for well and faithfully performing and completing the Work and all of the Work within the time specified in the Information for and Instructions to Bidders, all according to the Drawings and Specifications, the details and instructions, and the requirements of BCPUD thereunder. The prices, including all transportation charges, are set forth in the Bid.

ARTICLE IV, DURATION OF THE WORK

Contractor agrees to complete the Work and installation of the Project within **thirty (30) calendar days** from the issuance of the Notice to Proceed.

IN WITNESS WHEREOF, this Agreement is being executed in triplicate and the Parties have caused their names to be signed by authority of their duly authorized officers this _____ day of _____, 2020.

BOLINAS COMMUNITY PUBLIC
UTILITY DISTRICT

By: _____

Its: President, Board of Directors

Countersigned:

By: _____

Its: Clerk of the Board

CONTRACTOR

By: _____

Its: _____

WORKERS COMPENSATION STATEMENT

As required by 1860 of the California Labor Code and in accordance with the provisions of 3700 of the Labor Code, Contactor will be required to secure worker's compensation coverage for its employees.

In accordance with 1861 of the California Labor Code, I, _____ of _____, state the following: I am aware of the provisions of 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 of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature

Date

Attach Notary Statement.

PERFORMANCE BOND

Bond No. _____

WHEREAS, on _____, 2020, the BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT, MARIN COUNTY, California, hereinafter designated the "District" or "BCPUD", awarded to _____, hereinafter designated as the "Principal", a contract for the construction of the WTDS Irrigation Pump Station Replacement Project (the "Agreement"); and

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the contract.

NOW, THEREFORE, WE, the Principal, and _____, a corporation duly organized and existing under the laws of the State of _____, and authorized under the laws of the State of California to become surety on bonds and undertakings, as "Surety," are held and firmly bound unto BCPUD the penal sum of

_____ Dollars (\$ _____) lawful money of the United States, said sum being an amount of not less than one hundred percent (100%) of the total amount payable by the terms of said Agreement, for the payment of which sum well and truly to be made, we, the Principal and Surety, bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, including guarantees, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, BCPUD, its officers, directors, employees and its agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. and Principal and Surety, in the event suit is brought on this bond, will pay to BCPUD such reasonable attorney's fees as shall be fixed by the court.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by BCPUD in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

PAYMENT BOND

Bond No. _____

WHEREAS, on _____, 2020, the BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT, Marin County, California, hereinafter designated the "District," awarded to _____, hereinafter designated as the "Principal", a contract for the construction of the WTDS Irrigation Pump Station Replacement Project (the "Agreement"); and

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond in connection and with the contract, providing that if the Principal, or any of its or its subcontractors, shall fail to pay for any materials, provision, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, WE, the Principal, and _____, a corporation duly organized and existing under the laws of the State of _____, and authorized under the laws of the State of California to become surety on bonds and undertakings, as Surety, are held and firmly bound unto BCPUD the penal sum of _____ Dollars (\$ _____)

lawful money of the United States, said sum being an amount of not less than one hundred percent (100%) of the total amount payable by the terms of said Agreement, for the payment of which sum well and truly to be made, we, the Principal and Surety, bind ourselves, our heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if Contractor, or a subcontractor, its heirs, executors, administrators, successors, or assigns, shall fail to pay (1) any of the persons named in Section 3181 of the California Civil Code, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Agreement, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety will pay the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons entitled to file claims under Civil Code Section 3181, so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, release the Surety from its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

