

AGREEMENT FOR SERVICES
between the
NORTHWEST CALIFORNIA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL and

Relative to: East Branch Road Water Reliability and Hansen Ditch Water Conservation Project - 11484

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and _____, herein called "Contractor", shall be effective as of the last date signed until _____, 20_____.

- I. The Council's 5C Program desires to retain a qualified construction firm to assist the Council in the construction of the East Branch Road Water Reliability and Hansen Ditch Water Conservation Project. The Contractor's CSLB/Certificate Number, as required by the DIR, is #####.

- II. Contractor agrees to:
 - A. Perform construction work consisting of: Work includes, but is not limited to installation, disinfection, and testing of approximately 2,100 linear feet of 6" PVC water main, main line valving, service connections and other appurtenances; trenching and compaction within publicly owned and private improved rights-of-way as described in the Plans and Specifications; management and removal of excess spoils and materials; and restoration of the road(s) surface. This construction work shall be done according to the schedule and specifications of the project design as shown in Exhibit A. Contractor shall keep a complete copy of this agreement, which includes the designs and any modifications, on-site at the project location for the entire duration of the construction. The Contract Representative (CR) and/or their designee may supervise any, or all, portions of the work performed under this agreement. If requested by the CR, consulting engineers and/or other qualified specialists may also assist in supervising work performed under this agreement.
 - B. Perform all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by Council, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Council, the work described in Exhibit A below, including any addenda thereto, and also in accordance with Exhibit B below. This includes utilizing materials and equipment that are of good quality and new, except as otherwise provided in Exhibit B. Any substitutions to materials or methods specified in Exhibit B shall be approved in advance in writing by Council.
 - C. Begin work immediately within the next three (3) business days following receipt from Council of a Notice to Proceed within the regular working hours approved by Council. Contractor will not permit the performance of Work on a Saturday, Sunday,

Contractor TBD

- or any legal holiday without Council's prior written consent, which will not be unreasonably withheld. Contractor is only permitted to work from 7:00 am to 6:30 pm and is required to open the road periodically as outlined in Exhibit A.
- D. Comply with the terms of all permits and environmental documents, and landowner agreement provisions for access to the work sites, prepared for the project by Council. Contractor shall keep a copy of all permits and environmental documents on-site at the project location for the entire duration of the construction.
 - E. Implement the Best Management Practices according to the specifications described in Exhibit B. Contractor shall keep a copy of the Best Management Practices on-site at the project location for the entire duration of the construction.
 - F. Assign a competent resident superintendent who shall not be replaced without written notice to Council except under extraordinary circumstances. The superintendent will be Contractor's representative at the project site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.
 - G. Complete the project within 40 consecutive days of the issuance of the Notice to Proceed. At Council's sole discretion under extenuating circumstances that are substantiated by evidence compelling to Council, Council may allow Contractor more time for completion by providing a notice to Contractor in writing.
- III. Contractor is not required to furnish a performance bond under this agreement. In lieu of a performance bond, guaranteeing the faithful performance of work thereof, Council and Contractor agree to the provisions specified in [Exhibit D](#).
- IV. Council agrees to pay Contractor for actual labor and services performed up to a maximum of \$ _____ as specified in the Project Budget provided in Exhibit C. The following provisions apply:
- A. Invoices for payment of completed work shall be consistent with Exhibit C.
 - B. Contractor agrees to compensate its employees for work done under this agreement according to State general prevailing wage rates determined by the Director of Industrial Relations. It is further expressly agreed by and between Contractor and Council that should there be any conflict between the terms of this agreement and Contractor's bid or proposal, then this agreement shall control and prevail.
 - C. Invoices shall document time spent – including a total amount of actual hours per person, work done, and eligible expenses incurred. Invoices must be accompanied by itemized receipts. This includes, but is not limited to, receipts for any materials or supplies that are paid based on volume, weight, or length. The primary page(s) of the Invoice, which lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. Council shall retain 10 percent

of each payment, which shall be due upon completion or termination of this agreement.

- D. Invoices shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1st of each year and ends the following June 30th. Invoice periods shall not span more than one Council fiscal year. Invoices shall be sent to the Council within 10 days following the end of the invoice period to the Council address listed in Contact Information below.
- E. Council agrees to pay Contractor within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal or Local Government has delayed distribution of funds that are intended to be used by the Council for funding payment to contractor.

V. Contact Information:

Payments and correspondence shall be sent to Contractor using the following contact information:

(Contractor Name)
Attn: _____
(Enter Address Here)
(Enter Phone Number Here)
(Enter Email Address Here if available)

Correspondence shall be sent to Council using the following contact information:

Northwest CA Resource Conservation & Development Council
Attn: Muriel Manka, 5C Program
P.O. Box 2571
Weaverville, CA 96093
mmanka@5counties.org

Electronic invoices shall be addressed to the Council staff member above, but the staff indicated below shall also be copied on the email. If invoices are mailed by standard USPS mail, only a single copy is required.

Kayla Blanchard: kblanchard@northwestcarcdc.org

VI. Insurance:

Contractor shall maintain a minimum of \$2,000,000.00 of commercial general liability insurance or its equivalent on which the Council is named as an Additionally Insured.

Where the services to be provided under this agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage.

Said policies shall remain in force through the life of this Contract. Contractors shall provide 30 day advance notice to Council of any termination or reduction in coverage.

The Certificate Holder and Additional Insured should read as follows:

Northwest California Resource Conservation & Development Council
P O Box 2183
Weaverville, CA 96093-2183

The insurer shall supply both Certificates of Insurance and endorsements signed by the insurer evidencing such insurance to Council.

Contractor shall also maintain Worker's Compensation Insurance or a State-approved self-insurance program that meets all applicable requirements of Section 3700 of the Labor Code of the State of California. This includes Employer's Liability with a minimum of \$250,000 limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.

VII. Contractor shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.

VIII. Contractor shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement in accordance with generally accepted accounting principles. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement. Contractor shall retain the records for a minimum of eight years following final payment from Council for work under this agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Council may review, obtain, and copy all records. Contractor shall provide Council access to the Contractor's records upon reasonable notice during normal business hours.

- IX. It is mutually agreed that:
- A. This agreement will be effective until _____, 20___. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.
 - B. Council may suspend the work in the case of emergency for not more than 15 consecutive days by giving written notice to Contractor, which will include the date on which work may be resumed.
 - C. Either party may terminate this agreement by providing a 30-day written notice to the other party.
 - D. This agreement may be amended or modified in writing, by the mutual consent of Council and Contractor.
 - E. Contractor shall be responsible for the professional and technical soundness, accuracy, and quality of work and materials furnished under this agreement, to at least the same level of competency presently maintained by other responsible practicing professionals in the same type of work in the professional community.
 - F. Contractor warrants and guarantees to Council that all work will be in accordance with this agreement and will not be defective. Council and landowners shall be entitled to rely on representation of Contractor's warranty and guarantee. Contractor's general warranty shall cover all materials, equipment, and installations provided or performed by the Contractor for a minimum of one year beginning on the date of final acceptance of the work performed under this agreement. Contractor's warranty and guarantee hereunder excludes normal wear and tear as well as defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than Contractor, subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible.
 - G. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work under this agreement.
 - H. Council retains sole ownership of and rights to any design drawings, specifications, or any part of this agreement. Use of these documents by Contractor for any other project without advance written consent of Council is prohibited.
 - I. The Council, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Contractor or its employees while engaged in complying with any of the terms of this agreement. Contractor agrees to indemnify and hold harmless the Council and its officers, agents, and employees, from and against all claims and liability for damage or injury to persons or property resulting from the activities of the Contractor and their employees.

- J. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of Contractor or the Council to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- K. The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provision.
- L. This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and preliminary understanding. Furthermore, the parties acknowledge and agree that this agreement was entered into and in Trinity County. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Superior Court of California, County of Trinity, unless otherwise agreed to by all parties. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of Trinity unless otherwise agreed to by all parties.
- M. Attorney Fees and Costs: If any legal action is instituted to enforce any of the parties' rights hereunder, each of the parties shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.
- N. Jury Trial Waiver. The parties hereby waive their respective rights to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either of the parties against the other on any matter arising out of, or in any way connected with, this Agreement, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
- X. Certifications:
Contractor shall comply with and provide signed originals of the following certifications. The signed, original certifications shall, altogether, constitute Exhibit E:
 - A. Equal Employment Opportunity Certification
 - B. Public Contract Code Section 10285.1 Statement
 - C. Public Contract Code Section 10162 Questionnaire
 - D. Public Contract Code Section 10232 Statement
 - E. Noncollusion Affidavit
 - F. Debarment & Suspension Certification

- G. Copeland "Anti-Kickback" Act Certification
- H. Byrd Anti-Lobbying Amendment Certification
- I. Davis-Bacon Act Certification
- J. Contract Work Hours and Safety Standards Act Certification
- K. Clean Air Act and the Federal Water Pollution Control Act Certifications

Contractor agrees to notify the Council in writing and by telephone immediately of any changes that would affect any of the certifications. Specifically, said changes are any that would cause the Contractor to change their answers or need to provide additional information on any of the certifications if the certifications were required to be completed again.

XI. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, P. O. Box 2183, Weaverville, CA 96093-2183.

XII. Attest:

Contractor Representative Name & Title Contractor Legal Name	Date
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Federal Employer Identification Number	
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Northwest CA Resource Conservation & Development Council	Date
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EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor agrees to provide all of the services outlined in the accepted bid and Drawings – the project design specifications – attached as “**Exhibit A Technical Specifications and Design Drawings**”. It should be noted that anywhere in Exhibit A that references “Agency” refers to Council.

Contractor may not substitute personnel listed in Exhibit “C” or utilize the services of independent contractors, sub-consultants, and subcontractors to complete Project work without advance written approval from Council’s Contract Representative. If such subcontractors are approved, they shall be subject to the terms of this agreement including, but not limited to, general liability and automobile insurance requirements.

EXHIBIT "B"

BEST MANAGEMENT PRACTICES

Contractor agrees to do all of the work described in Exhibit A of this agreement in accordance with the best management practices specified in the bid solicitation notice, **attached** as Exhibit B. It should be noted that anywhere in Exhibit B that references "Agency" refers to Council.

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EXHIBIT "C"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

The total amount of this Agreement will not exceed \$XXXXX.XX. The Contractor will be reimbursed at the following prices for all work completed under this Agreement. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Council, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

INSERT Successful Bid proposal costs here:

EXHIBIT "D"

PERFORMANCE REQUIREMENTS

In lieu of a performance bond, Council and Contractor agree to the following provisions:

- A. If Contractor fails to perform any portion of the work within this Agreement in a timely manner and/or consistent with all of the requirements set forth in this Agreement, the Council's Contract Representative, herein "CR", may temporarily issue a Work Deficiency Report and Stop Work Order. CR will provide Contractor with a written Work Deficiency Report with recommended actions needed to complete tasks a minimum of 3 days in advance of issuance of a Stop Work Order, unless CR determines that an emergency condition warrants an immediate stop work action to protect safety, the environment, or to prevent the concealment of a material, mechanical, or construction defect. All Stopped Work, which is that work referenced in a Stop Work Order, done after the issuance of the Stop Work Order shall not be reimbursable to Contractor until corrective actions are agreed upon. If Contractor fails to meet corrective actions of the Stop Work Order within the specified timeline, CR may issue a Letter of Suspension to Contractor. If a Letter of Suspension is issued, the Council will assume responsibility to, and may contract another operator to, complete work under the suspended work task.
- B. Partial work, that is part of the suspended work task, done prior to the issuance of a Letter of Suspension will not be paid until all work is completed under that suspended task. The payment amount for that partial work will not exceed the amount authorized under the suspended work task less any payment(s) made to another operator(s) contracted to complete the work after the Letter of Suspension was issued. A Stop Work Order for one work task shall not result in delay of payment for work done under other tasks.
- C. Contractor may appeal the CR's decision to suspend work to an Appeals Committee designated by the Council. The Appeals Committee shall include members of the Council Board. The Appeals Committee shall:
 - i. Hold an internet "web conference" meeting to hear and determine the facts of the suspension and appeal within three working days of the Appeal submittal.
 - ii. Council Staff, Contractor, and any other interested parties may be present and provide information to the Appeals Committee to render its decision.
 - iii. The Appeals Committee decision shall be the final administrative remedy to the parties. The Appeals Committee shall document its decision in minutes to the meeting, which shall be ratified via an email vote of the Council Board members of the Committee. Minutes from the meeting shall be prepared within three working days of the meeting.

EXHIBIT "E"

CERTIFICATIONS

Contractor shall comply with the following signed originals of the following certifications, which were submitted with Contractor's bid proposal. The signed, original **certifications** shall, altogether, constitute Exhibit E of this agreement:

- A. Equal Employment Opportunity Certification
- B. Public Contract Code Section 10285.1 Statement
- C. Public Contract Code Section 10162 Questionnaire
- D. Public Contract Code Section 10232 Statement
- E. Noncollusion Affidavit
- F. Debarment & Suspension Certification
- G. Copeland "Anti-Kickback" Act Certification
- H. Byrd Anti-Lobbying Amendment Certification
- I. Davis-Bacon Act Certification
- J. Contract Work Hours and Safety Standards Act Certification
- K. Clean Air Act and the Federal Water Pollution Control Act Certifications