

CONTRACT TO PERFORM ELECTRICAL CONDITIONS ASSESSMENT
AND
DEVELOPMENT OF PREVENTATIVE MAINTENANCE PLAN

1. Parties and Date

This Contract is entered into this ____ day of _____, _____, between JURUPA COMMUNITY SERVICES DISTRICT ("JCSD"), an independent special district of the State of California, and _____
("Contractor"), whose address is _____

2. Recitals.

2.1 JCSD wishes to engage the services of Contractor to perform water and sanitary sewer maintenance and repair work as described in the Request for Proposals attached hereto as Exhibit "A."

2.2 Contractor agrees to perform such work pursuant to, and in accordance with, the terms of this Contract, and has represented to JCSD that Contractor possesses the necessary licenses, skills, qualifications, personnel and equipment to perform such work.

2.3 The work to be performed by Contractor will be specifically described in one or more written Task Orders issued by JCSD to Contractor pursuant to this Contract in the form attached hereto as Exhibit "B."

3. Term.

This Contract shall become effective on the date first approved and shall continue for a period of one (1) year, until _____.

4. Work to be Performed.

4.1 Contractor agrees to provide such work as may be assigned, from time to time, in writing by JCSD. Each such assignment shall be made in the form of a written Task Order in the form attached hereto as Exhibit "B." Each such Task Order shall include, but shall not be limited to, a description of the scope and location of the work to be performed by Contractor, the amount of compensation to be paid, and the mutually agreeable time of completion, and shall be signed by both JCSD and Contractor in advance of commencement of the work described in the Task Order.

4.2 Contractor may, at Contractor's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors and consultants as Contractor deems necessary to perform each such assignment; provided, however, that Contractor shall not subcontract any of the work to be performed without the prior written consent of JCSD, which should not be unreasonably withheld.

5. Obligations of Contractor.

5.1 Contractor agrees to furnish all labor, tools and equipment necessary to complete the work described in each Task Order by the deadline for completion set forth in the Task Order. In the event that the work is not completed before the deadline date set forth in the Task Order, the parties hereto agree that Contractor shall pay to JCSD, for each calendar day of unexcused delay, liquidated damages in the amount set forth on that Task Order, recognizing that actual damages will be extremely difficult to determine. Contractor hereby guarantees that all work to be performed by it hereunder will be performed in a good and workmanlike manner.

5.2 Contractor shall furnish JCSD with labor and material releases from all subcontractors performing work on, or furnishing materials for, the job prior to final payment for any completed Task Order. If the total compensation to be paid to Contractor for the performance of any Task Order exceeds \$25,000, prior to commencement of any work required by that Task Order, Contractor agrees to furnish JCSD a Labor and Materials Payment Bond in the form provided by JCSD in the face

amount equal to the total amount to be paid for the performance of that Task Order. JCSD will reimburse Contractor for the documented actual cost of the premium for the Labor and Materials Payment Bond.

5.3 Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available to interested parties upon request. Contractor agrees to pay such prevailing rates to each workman needed to execute the work required under this Contract and further agrees to comply with the penalty provisions of Section 1775 of the Labor Code in the event of its failure to pay prevailing rates. Pursuant to Labor Code Section 1725.5, Contractor and any subcontractors must be registered with the Department of Industrial Relations ("DIR") prior to execution of this Contract or the applicable subcontract, and must maintain such registration for the duration of this Contract. Contractor and subcontractors will be responsible for submitting payroll records to the DIR electronically, as required by law.

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

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

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

5.7 Contractor shall keep accurate payroll records available for inspection in accordance with the requirements of Labor Section 1776.

5.8 Contractor shall keep himself fully informed of all laws and regulations in any manner affecting the performance of the contract work, and shall be responsible for obtaining all licenses and permits required to perform the work.

5.9 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or Claims Made Form CG 0002).
- (b) Insurance Services Office Business Auto Coverage form CA 0001, code 1 (any auto) or code 8, 9 if no owned autos.
- (c) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by JCSD. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects JCSD, its officers, agents and employees; or the Contractor shall

provide evidence satisfactory to JCSD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The General Liability and Automobile Liability policies shall be endorsed to contain the following provisions:

- (a) JCSD, City of Jurupa Valley and Eastvale, its officers, agents and employees must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations;
- (b) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respect JCSD, City of Jurupa Valley and Eastvale, its officers, agents and employees. Any insurance or self-insurance maintained by JCSD, City of Jurupa Valley and Eastvale, its officers, agents and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by the Insurer except after thirty (30) days prior written notice has been given to JCSD.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, if admitted. If Pollution Liability coverage is not available from an "admitted" insurer, the coverage may be written by a non-admitted insurance company. A "non-admitted" company must have an A.M. Best's rating of A:IX or higher.

Verification of Coverage

Contractor shall furnish JCSD with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by JCSD before work commences.

5.10 Contractor shall be responsible for personal injuries and for all loss and damage to property which may arise out of the nature or performance of the work

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

5.11 Contractor shall indemnify and hold harmless JCSD, its agents and employees, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of work under this Contract, including bodily injury, death, and damage to property, including the loss of use resulting therefrom, caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by them or for whose acts they may be responsible.

5.12 Contractor offers and agrees to assign to JCSD 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. § 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services or materials pursuant to this Contract. Such assignment shall be made and become effective at the time JCSD tenders final payment to Contractor, without further acknowledgment by the parties.

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

5.14 If the work entails trenching of five (5) feet or more in depth, Contractor shall submit to JCSD, in advance of excavation, 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, stamped by a licensed Civil or Structural Engineer issued by the State of California.

5.15 As required by Public Contract Code Section 7104, Contractor shall promptly, and prior to disturbance of conditions, notify JCSD of (a) any material

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

6. JCSD's Responsibilities.

6.1 In consideration for the work to be performed by Contractor, JCSD agrees to pay Contractor as provided for in each Task Order. Each Task Order shall specify a total not-to-exceed sum of money and shall be as set forth on an exhibit to be attached to each Task Order issued to Contractor. JCSD shall reimburse Contractor for reasonable and necessary expenses incurred by Contractor in the performance of work for JCSD. Reimbursement shall be according to schedules set forth in each Task Order. Unless stipulated otherwise in the Task Order or otherwise approved in advance by JCSD in writing, Contractor shall not be compensated for any work rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order.

6.2 Unless otherwise provided for in any Task Order issued pursuant to this Contract, payment of compensation earned shall be made in monthly installments within thirty (30) days after receipt of a detailed, correct written invoice describing, without limitation, the work performed, the time spent performing such work, the accumulated expenses, the hourly rate charged for labor and equipment, and the classification of individuals performing such work for the benefit of JCSD. Such invoices shall also include a detailed itemization of expenses incurred.

6.3 To the extent required by Section 4215 of the Government Code, JCSD shall compensate Contractor for the costs of locating and repairing damage to utility facilities not due to the failure of Contractor to exercise reasonable care, and removing or relocating main or trunk line facilities not indicated in the plans with

reasonable accuracy, and for equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of JCSD to provide for removal or relocation of such utility facilities.

6.4 JCSD will allow Contractor to substitute qualified securities in lieu of contract retentions as set forth in Government Code Section 4590.

7. Contractual Relationship.

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

8. Assignment Forbidden.

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

9. Termination.

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

10. Dispute Resolution.

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

11. Attorney's Fees and Costs.

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

12. Notices.

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

JCSD

Contractor

Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752
Attn: Chris Berch, General Manager

13. Counterparts.

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

14. Certification of License.

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

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

CONTRACTOR:

JURUPA COMMUNITY SERVICES
DISTRICT

(Name)

By: _____
(Sign)

By: _____
Chris Berch
General Manager

(Print)

Classification of Contractor's License:

Department of Industrial Relations
Registration Number: _____