

*Antelope Valley-East Kern Water Agency
Request for Bids*

January 13, 2022

The Antelope Valley-East Kern Water Agency (AVEK or Agency) is seeking proposals from qualified contractors for upgrade and replacement of major HVAC components at the Agency Administrative office building. **This work is to be bid at 'Prevailing Wage'**. Questions regarding this RFP should be directed to Jon Bozigian, AVEK Manager of Operations at jbozigian@avek.org or 661-943-3201.

Public Bid Opening: Tuesday, March 8, 2022 at 2:00 pm.

Submission Instructions: Sealed bids must be submitted at the Agency office by 2:00 pm on March 8, 2022.

Requests For Information: All questions must be submitted in writing to jbozigian@avek.org by Friday, February 25, 2022.

Schedule: AVEK plans to award the contract, pending Board approval, on March 30, 2022. The contractor selected will be required to complete all work by June 1, 2022. Work may be performed during regular business hours, Monday through Friday from 6:00 am to 5:00 pm. Weekend work is allowable but must be pre-approved.

Background: The current HVAC system was installed in 1977. In 2012, the boiler and two chillers were upgraded and will not be included in this contract. There are three air handlers (one downstairs and two upstairs) along with hot & chilled water pumps, 'make-up' tanks, pneumatic actuators/instrumentation, air compressor, and insulated hot & cold water piping currently in service.

Scope

- Replace 'make-up' water expansion tank and related piping.
- Replace hot and chilled water pump & motors.
- Rebuild three air handling units (bearings, belts, filters & electric motors).
- Replace **all** hot and chilled water piping & valves from pumps to air handling units and re-insulate.
- Replace/upgrade pneumatic system (including air compressor) and all actuators.
- Replace all thermostats.
- Replace upstairs & downstairs bathroom 'duct' fans.
- Ensure all registers and returns are properly fastened.
- Haul offsite and dispose of all replaced piping, insulation, actuators, tanks, etc.
- Replace hot water heater and related piping.
- Replace recirculation pump and related piping.
- **All replaced equipment must be equal to or better than the capacities of existing units.**

- **Owner to retain possession of the following:**
 - Air compressor
 - Electric motors
 - Hot & chilled water pumps

- Spare parts to be provided:
 - (6) replacement pneumatic diaphragms for each size actuator.
 - (2) replacement thermostats.
 - (1) set of replacement bearings for each air handler.
 - (1) replacement motor for each air handler.
 - (1) replacement hot/chilled water pump & motor.

Optional Bid Items:

- Upgrade from pneumatic to electronic control system
- Supply second chiller for East Administration building, (Connect to existing plumbing stub-outs, install power supply cabling through existing conduit, install control cabling through existing conduit, include required programming to be performed by Johnson Controls).
- **Note: Agency staff will evaluate cost of these two optional bid items to determine feasibility.**

Mandatory Site Visit: All interested contractors must attend a site visit/job walk on Tuesday, February 15, 2022 at 10:00 am. Please check in at the following location:

AVEK Administration Building
6500 West Avenue N
Palmdale, CA 93551.

CONSTRUCTION CONTRACT
FOR INFORMALLY BID PROJECTS

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, by and between Antelope Valley - East Kern Water Agency, a public entity (hereinafter the "Agency"), and _____, a _____ (hereinafter the "Contractor"). Contractor and Agency are collectively referred to herein as the "parties."

R E C I T A L S:

1. The Public Contract Code and Water Code Appendix provide that certain public works contracts can be awarded without submission to the competitive bidding procedure, but instead, through an alternate informal bidding procedure for the bidding of public works projects.
2. The Agency has invited the submission of informal bids for West Administration HVAC Upgrade (the "Project").
3. The Contractor is the lowest responsible bidder for the Project.
4. The Agency and Contractor enter this Contract in order to set forth terms and conditions applicable to completion of the Project.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the Project. The agreement between the Agency and the Contractor consists of this Contract and all of the following (as applicable), each of which is made a part of this Contract:

- a. Solicitation of Informal Sealed Bids for the Project ("Request for Bids")
- b. Standard Specifications
- c. Contractor's Signed Bid

2. Standard Specifications. Standard Specifications for Agency projects are those contained in the 2018 edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3. Compensation. Agency shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of _____ Dollars (\$ _____) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4. Completion Date. The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed by or before June 1, 2022.

5. Payment and Performance Bonds; Guaranty. Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6. Licenses. At all times during the term of this Contract, Contractor shall possess a valid and current Class C-20 Heating, Ventilating and Air Conditioning Contractor's License to perform the required work ("Work"). Contractor hereby certifies that it holds the required license(s).

7. Subcontracting. Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8. Non-Assignability. Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of Agency.

9. Administration. This Contract will be administered by the Operations & Maintenance Department of the Agency. The Operations Manager or his or her designee shall be considered the Project Administrator and shall have the authority to act for the Agency under this Contract.

10. Indemnification. To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the Agency, its Board of Director, the Agency's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11. Liability Insurance. Without limiting Contractor's indemnification of Agency, as described in paragraph 10, and unless modified by Agency, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the Agency, from insurance carriers admitted to do business in the State of California, which contain the coverage described below.

- a. The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect a commercial general liability insurance policy (CGL) or policies with the minimum limits of one million dollar(s) (\$1,000,000) for each occurrence and two million dollar(s) (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by Contractor in the performance of this Contract. Said policy or policies shall be issued by an insurer admitted to do business in the State and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

Contractor shall at all times during the term of this Contract obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance (any auto), with minimum limits of one million dollar(s) (\$1,000,000) for bodily injuries or death of any person and property damage arising from any incident. Said policy or policies shall be issued by an insurer admitted to do business in the State and rated in Best's Insurance Guide with a rating of A:VII or better.

- b. Certificates of Insurance and original endorsements shall be provided by Contractor for the above-indicated policies.
- c. Antelope Valley - East Kern Water Agency, its Board of Directors, and the Agency's officers, employees, volunteers, agents and representatives shall be named as additional insureds under the CGL and auto policies.
- d. Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the Agency in the event of cancellation and/or reduction in coverage of any nature.
- e. The required CGL, auto and workers compensation policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.
- f. The required policies of insurance shall not have a deductible exceeding \$10,000 unless such amount is approved in writing by the Agency.
- g. The required policies of insurance shall otherwise be in such form and contain such limits as required by the Agency.

12. Workers' Compensation Insurance. Contractor acknowledges the provisions of State Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the

Labor Code, and Contractor certifies that it will comply with these provisions before commencing performance of work under this Contract. The Contractor shall sign a Workers' Compensation Insurance Certificate, using the form attached hereto and incorporated by reference herein, and submit the signed Certificate to the Agency prior to commencing work under this Contract.

13. State Labor Code.

a. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

b. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

c. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

d. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the Agency forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

e. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

f. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

g. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

h. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

i. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

14. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to the Agency 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 Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the Agency tenders final payment to Contractor without further acknowledgment by the parties.

15. Trenching and Excavations. Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the Agency in writing of any:

a. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

b. Subsurface or latent physical conditions at the site differing from those

indicated; and/or

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

d. As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by Agency 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 during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the Agency or on any Agency officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

16. Location of Existing Elements. Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

17. Third Party Claims. Pursuant to Public Contract Code Section 9201, the Agency has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The Agency shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The Agency shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

18. Non-Collusion. Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the Agency a Non-collusion Declaration as required by Public Contract Code Section 7106.

19. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by Agency on any

matter in connection with which Contractor has been retained pursuant to this Contract.

20. Audit. The Agency or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the Agency as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the Agency. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), Contractor shall be subject to State Auditor examination and audit at the request of the Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Contract.

21. Substitute Security. Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the Agency to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq.*) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Agency, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the Agency shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the Agency, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the Agency agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the Agency, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the Agency, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require

any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

22. Claims Dispute Resolution. In the event of any dispute or controversy with the Agency over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

23. Nondiscrimination by Contractor. Contractor represents and agrees that Contractor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

24. Integration. This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for Agency and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

25. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

26. Successors and Assigns. The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

27. Exhibits. The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

28. Authority to Sign. The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

29. Time is of the Essence. Time is of the essence in every provision of this Agreement in which time to perform is a factor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

"AGENCY"

ANTELOPE VALLEY - EAST KERN WATER
AGENCY

General Manager

"CONTRACTOR"

a, _____ corporation

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

ANTELOPE VALLEY - EAST KERN WATER AGENCY

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Antelope Valley - East Kern Water Agency (hereinafter referred to as the "AGENCY"), awarded _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as _____ in the amount of _____ ("Penal Sum");

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____, as Surety, a California admitted surety insurer, are held and firmly bound unto the AGENCY for one hundred percent (100%) of the total amount payable by the AGENCY under the terms of the contract awarded by AGENCY to the Contractor/Principal, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by AGENCY, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the AGENCY from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain

in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the AGENCY to be, in default under the contract, the AGENCY having performed the AGENCY's obligations thereunder, the Surety shall promptly remedy the default in a manner mutually agreeable to both AGENCY and SURETY:

1. SURETY's takeover of the performance obligations to complete the contract by entering into an agreement with a completion contractor with terms and conditions consistent with the original contract between AGENCY and Contractor ; or

2. SURETY shall obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, prepare a contract between such bidder and the AGENCY (to the AGENCY's satisfaction), and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the Penal Sum.

The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the AGENCY under the contract and any modifications thereto, less the amount previously properly paid by the AGENCY to the Contractor/Principal.

Surety expressly agrees that the AGENCY may reject any contractor or subcontractor, which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the AGENCY, when declaring the Contractor/Principal in default, notifies Surety of the AGENCY's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the AGENCY named herein or the successors or assigns of the AGENCY.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

The prevailing party on any dispute (whether legal, equitable, or otherwise) regarding the interpretation, enforcement, and respective rights and obligations under this Performance Bond shall be entitled to recovery of reasonable attorney's fees and costs (including but not limited to consultant's and/or expert fees and costs). .

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, _____.

Contractor/Principal

By: _____

Signature

Print Name and Title

By: _____

Signature

Print Name and Title

Surety

By: _____

Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

(Attach the Attorney-in-Fact Certificate for Surety. Attach notarial acknowledgements for signatures of both Contractor/Principal and Surety.) The date of this bond shall not be prior to the Contract date.

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS Antelope Valley - East Kern Water Agency (“Public Agency”), State of California,
has _____ awarded _____ to

_____ (“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

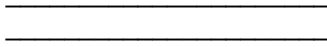
By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*



WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the Agency prior to performing any work on the contract:

“I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract.”

Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee.”

ANTELOPE VALLEY - EAST KERN WATER AGENCY

GUARANTY

In accordance with the terms of the _____ Contract between Antelope Valley - East Kern Water Agency, (hereinafter referred to as the Agency) and the undersigned, under which contract the undersigned shall complete work as described in the Contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said Contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the Agency, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the Agency. In the event repairs are not made within thirty (30) days, the Agency shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the Agency, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the Agency, to replace any such equipment and repair said items completely without cost to the Agency so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the Agency; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the Agency, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

Date

Contractor