

**Agreement for Construction
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Telephone 760-329-6448 – FAX 760-329-2482**

For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 - 6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

**TO: B-81 Paving, Inc.
2609 Ramsey St.
Banning, CA 92220**

DATE: _____

PROJECT DIR#: _____

PROJECT: Pavement Repairs for Water and Sewer Projects for 2021-2022

The undersigned Contractor offers to furnish the following:

All Work/Services per the attached Exhibit A – Scope of Work and in accordance with Exhibit B – Proposal provided by B-81 Paving, Inc., and per Exhibit C – Term, Early Termination & Notice

Contract price \$: Not to Exceed \$150,000.00

Term: One (1) year from the effective Agreement DATE above

Instructions: Sign and return via email. Upon acceptance by Mission Springs Water District, a copy will be signed by its authorized representative(s) and promptly returned to you. Insert the names of your authorized representative(s) below.

Accepted:
Mission Springs Water District

Consultant:
B-81 Paving, Inc.
(Business Name)

By: Arden Wallum
Title General Manager

By: Berto Bedolla
Title President

Other authorized representative(s):
Jeff Nutter
Maintenance Superintendent

Other authorized representative(s):

Bassam Alzammar
Field Operations Manager

Contractor or supplier (Contractor) agrees with the Mission Springs Water District (MSWD) that:

- a) **Indemnification:** To the fullest extent permitted by law, Contractor will immediately defend, indemnify and hold harmless MSWD, its directors, officers, employees, or authorized volunteers (collectively the District) from all claims and demands of all persons arising out of or in connection with this Contract or the performance of the work or the furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of MSWD, its directors, officers, employees, or authorized volunteers. Contractor shall immediately defend upon the MSWD's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against MSWD, its officials, officers, agents, employees and representatives, notwithstanding whether Contractor's liability is or can be established; Contractor's obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted by the insurance requirements of this Contract or to insurance proceeds, if any received by MSWD, or its directors, officers, employees, or authorized volunteers. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.
- b) Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- c) Payment, unless otherwise specified on Page 1, is to be (30) thirty days after acceptance and approval by the MSWD of Contractor's invoice.
- d) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor shall comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.
- e) Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the MSWD. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

INSURANCE REQUIREMENTS

Workers' compensation Coverage: By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance before beginning any work:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to MSWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the MSWD (if agreed to in a written contract or agreement) before the MSWD's own primary or self-Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. MSWD, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the 20 10 04 13 (or earlier edition date) specifically naming all of the MSWD parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to MSWD, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects MSWD, its directors, officers, employees, or authorized volunteers using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the MSWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to MSWD, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MSWD.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to MSWD.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by MSWD. At the option of MSWD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by MSWD.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with MSWD a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. **Such evidence shall include 1.) attached additional insured endorsements with primary & non-contributory wording, 2.) Workers' Compensation waiver of subrogation, and 3.) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above.** The MSWD reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 5 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to MSWD at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute a material breach of contract.

The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the Insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum Insurance coverage and amounts shown in this agreement; whichever is greater. The MSWD reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be

liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he/she shall promptly notify the MSWD authorized representative(s) in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to the MSWD authorized representative(s), the Contractor shall bear all costs arising there from.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety, health and sanitation of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the MSWD and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the MSWD specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the MSWD prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the MSWD before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

This work is subject to the State of California "Prevailing Wage Rates". This work is subject to the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work.

Pursuant to SB 854, no contractor or subcontractor may work on a public works project unless registered with DIR for contracts awarded on/after April 1, 2015. General Contractors shall ensure all subcontractors executing work under the contract are DIR registered. All public works contractors and subcontractors to furnish electronic certified payroll records directly to the Labor Commissioner using the California Division of Labor Standards Enforcement's online portal.

EXHIBIT A

SCOPE OF WORK

Pavement Repairs for Water and Sewer Projects for 2021-2022

A. Services

Contractor will provide all parts, materials, tools, equipment and labor to repair or replace asphalt pavement, on an as-needed basis, throughout various locations within the District service area. Most of the pavement repairs will be subsequent to underground repairs of the District's water and wastewater infrastructure. The average pavement repair will range from 25 square feet and up. All work must conform to MSWD, City of Desert Hot Springs, County of Riverside, and Standards for Public Works Construction (latest edition) requirements and standard drawings. Contractor shall ensure traffic control is in conformance with the City of Desert Hot Springs, County of Riverside, WATCH Manual (latest edition), and state and federal regulations. All pavement repairs shall be completed within ten (10) working days after the contractor receives a notification from the District. District will provide a list of repairs needed on a quarterly basis or as needed.

- Prior to the start of any pavement repair work, a 48-hour advance notice must be provided to the District project manager or inspector.
- Saw cut or grind a clean, straight, vertical edge 12-inches beyond the edge of the repair section. All liquids generated by the saw cutting shall be vacuumed and legally disposed of in compliance with the Federal Clean Water Act (NPDES). Saw cutting must be completed in advance of pavement repair, allowing moisture to evaporate before applying SS 1-H to edges.
- Remove the repair section to a depth of 1-inch greater than the existing pavement but no less than three inches.
- Compact sub-grade to a minimum of 95% relative compaction. Compaction testing to be performed by the District.
- Apply an even hot tack coat to dry and clean vertical edges.
- Apply base course using ¾-inch PG 64-10 hot mix asphalt and compact to maximum density, leaving compacted surface 1 ½ inch below finished grade.
- Grind/cold mill 24 inches outside of sawcut section minimum 0.10 foot and prepare for cap.
- Apply an even hot tack coat to edges and surface to be capped.
- Apply finish course using ½-inch PG 64-10 hot mix asphalt and compact to maximum density.
- Apply seal coat to finish edges of finished pavement.
- Apply #30 silica-sand to edges of finished pavement.
- The finished surface shall exhibit a smooth, uniform appearance, free of voids and segregation.
- Traffic control shall remain in place until the new pavement is allowed to cool to the point that it can sustain motor vehicles without scuffing or rutting.
- All finished repairs shall be within 0.125 inches of existing asphalt surfaces.

EXHIBIT B

Bid Results

Bidder Details

Vendor Name b-81 paving inc.
Address 2609 ramsey st
banning, California 92220
United States
Respondee Adalberto Bedolla
Respondee Title President
Phone 909-709-7954
Email Berto@B81Paving.com
Vendor Type
License #
CADIR

Bid Detail

Bid Format Electronic
Submitted 05/27/2021 6:29 AM (PDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 255669
Ranking 0

Respondee Comment

Buyer Comment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$778.5000		
1			Saw cut & remove temporary asphalt & replace with conventional hot mix asphalt	SF	25	\$8.5000	\$212.5000	Yes	
2			Grind and overlay 0.10 ft min and replace with conventional asphalt	SF	64	\$6.5000	\$416.0000	Yes	
3			Replace pavement striping (paint)	LF	50	\$3.0000	\$150.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$778.5000
Grand Total	\$778.5000

EXHIBIT C

TERM, EARLY TERMINATION & NOTICE

Pavement Repairs for Water and Sewer Projects for 2021-2022

A. Term of Agreement

This professional services agreement shall be effective upon approval by the parties thereof and shall expire upon (1) one year from the effective Agreement DATE therein. This contract also terminates and replaces any previous agreements between the District and B-81 Paving, Inc. for Pavement Repairs for Water and Sewer Projects for 2021-2022 in force prior to the effective date of this agreement.

B. Early Termination of Agreement

This agreement may be terminated at any time upon a thirty (30) day written notice from either party, and without fault or claim for damages by either party.

C. Notice

All correspondence and Notices will be sent to the following addresses as noted below for Mission Springs Water District and B-81 Paving, Inc.

OWNER

Attn: Jeff Nutter
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240

CONTRACTOR

Attn: Berto Bedolla
B-81 Paving, Inc.
2609 Ramsey St.
Banning, CA 92220