

**MORONGO BASIN TRANSIT
AUTHORITY:**

62405 Verbena Road
Joshua Tree, CA 92252
Tel: (760) 366-2986
Fax: (760) 366-2445



August 14, 2017

NOTICE OF AWARD

Mr. Gabriel Zapirtan
TSR Construction and Inspection
8264 Avenida Leon,
Rancho Cucamonga, CA 91730

Subject: Bus Turnout and Shelter at SR 62 and Encelia Ave
Morongo Basin Transit Authority (IFB 17-01)

Mr. Zapirtan,

The Board of Directors of the Morongo Basin Transit Authority (MBTA) awarded TSR Construction and Inspection the contract for the subject project in the amount of \$68,470.00. Please submit the following documents (in duplicate) within ten (10) days to MBTA:

- 1) A signed and notarized agreement;
- 2) A contract performance bond;
- 3) A payment bond;
- 4) A certificate of insurance, with the appropriate endorsement as given in the contract bid documents; and
- 5) A proposed schedule of work.

A pre-construction meeting is scheduled August 25, 2017, at 10:00 a.m. at the MBTA office. Please contact me at (949) 273 0274 if there is a need to reschedule this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Danny Chow', is positioned above the typed name.

Danny Chow
Engineer

Attachments: Bond Forms
Certificate of Insurance Form
Insurance Requirements
Instructions for Execution of Instruments
Contract

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the Morongo Basin Transit Authority, in the County of San Bernardino, State of California, by Council action of _____, has awarded to _____ hereinafter designated as the "Principal," a contract for construction of the _____ together with appurtenances thereto, and

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

NOW, THEREFORE, we _____ as Principal, and _____ as Surety, are held and firmly bound unto the Morongo Basin Transit Authority, hereinafter called the "Contracting Morongo Basin Transit Authority" in the penal sum of one hundred percent (100%) of the amount of _____ Dollars (\$_____), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that, if the hereby bounded Principal, his or its heirs, executors, administrators, successors or assigns, 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 said Contract and any alteration thereof, made as therein provided all within the time and in the manner therein designated and 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 virtue.

FURTHER, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the ____ day of _____, 20___. The name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body.

Principal
By _____
Title:

"corporate seal"

By _____
Title:

"corporate seal"

Surety

By _____
Attorney-in-Fact

PLEASE ATTACH NOTARY ACKNOWLEDGEMENT

PAYMENT BOND

(BOND FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the Morongo Basin Transit Authority, in the County of San Bernardino, State of California, by Board action of _____, has awarded to _____ hereinafter designated as the "Principal," a contract for construction of the _____ together with appurtenances thereto, and

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors shall fail to pay for any materials, provisions, provender, fuel, or other supplies or equipment used in, upon, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we _____ as Principal, and _____ as Surety, are held and firmly bound unto the Morongo Basin Transit Authority, hereinafter called the contracting Authority, in the penal sum of one hundred percent (100%) of the amount of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, rented or hired teams, implements, or machinery, or other supplies or equipment of any kind used in, upon, for or about the performance of the work contracted to be done, including, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, or telephone service directly applicable to the contract, or for any work or labor thereon of any kind, or for any amounts due under the California Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the employees of said Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, and provided that any person, so furnishing said supplies or equipment therefore shall have complied with the provisions of Chapter 7 of Title 15 of Part 4 of Division 3 of the California Civil Code, as amended, or any successor thereto, then said Surety shall pay the same in or to an amount not exceeding the amount hereinabove set forth and also shall pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

The bond shall inure to the benefit of any and all persons, companies, and corporations named in California Civil Code Section 3181, as amended, or any successor thereto, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modifications of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations of this bond and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of work to be performed thereunder.

Notices, papers and other documents required by Chapter 2 of Title 14 of Part 2 of Code of Civil Procedure, or by any other law, regulation, or requirement of the Contract may be served upon Principal at this address:

Morongo Basin Transit Authority – Bus Turnout and Shelter (IFB 17-01)

and upon Surety at this address:

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named, under penalty of perjury, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____
Title:

"corporate seal"

By _____
Title:

Surety

"corporate seal"

By _____
Attorney-in-Fact

PLEASE ATTACH NOTARY ACKNOWLEDGEMENT

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the Morongo Basin Transit Authority has required certain insurance to be provided by

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: Morongo Basin Transit Authority, 62405 Verbena Road, Joshua Tree, California 92252.
2. The insureds under such policy or policies are: _____
3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, nor shall there be any reduction in coverage or limits of liability, unless and until thirty (30) days' written notice thereof has been served upon the General Manager of the Morongo Basin Transit Authority.

By: _____
Authorized Representative

INSURANCE REQUIREMENTS FOR THE MORONGO BASIN TRANSIT AUTHORITY

PUBLIC WORKS CONTRACT

The Contractor shall at all times during the terms of the contract carry, maintain, and keep in full force and effect, a policy or policies of comprehensive Public Liability Insurance with an insurance company acceptable to, and approved by, the General Manager and Attorney, with minimum limits of One Million Dollars (\$1,000,000.00), combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor, together with an endorsement in substantially the form set forth below.

ENDORSEMENT

It is hereby understood and agreed that the Morongo Basin Transit Authority, its Board of Directors and each member thereof, and every officer, agent (including but not limited to employees of Charles Abbott Associates, Inc. and all other Morongo Basin Transit Authority consultants) and employees of the Morongo Basin Transit Authority shall be named as jointly and severally insured as respects any and all claims arising out of the following project:

BUS TURNOUT AND SHELTER (IFB 17-01)

It is further agreed that the following indemnity agreement between the Morongo Basin Transit Authority and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend (with attorneys of the Morongo Basin Transit Authority's choice) the Morongo Basin Transit Authority, its Board of Directors and each member thereof and every officer, agent (including but not limited by this reference to employees of Charles Abbott Associates, Inc.) and employee of the Morongo Basin Transit Authority from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all cost and expenses of litigation brought against the Morongo Basin Transit Authority, its Board of Directors and each member thereof and any officer, agent (including but not limited by this reference to employees of Charles Abbott Associates, Inc.) or employee of the Morongo Basin Transit Authority which results directly or indirectly from the wrongful or negligent actions of the Contractor or the Contractor's officers, employees, agents or others employed by the Contractor while engaged by the Contractor in the performance of this agreement.

It is further agreed that the inclusion of more than one insured shall not operate to increase the limit of the company's liability and that insurers waive any right of contribution with insurance which may be available to the Morongo Basin Transit Authority, the Contractor's insurance being primary and not contributing with any other insurance available to the Morongo Basin Transit Authority and other above identified insureds.

In the event of cancellation or material change in the above coverage the company will give thirty (30) days written notice of cancellation or material change to the certificate holder (the Morongo Basin Transit Authority).

INSTRUCTIONS FOR EXECUTION OF INSTRUMENTS FOR THE MORONGO BASIN TRANSIT AUTHORITY

THIS IS INSTRUCTION ONLY - IT IS NOT TO BE SIGNED OR USED IN CONJUNCTION WITH THE AGREEMENT OR ANY OTHER FORMS THAT MUST BE TURNED INTO THE MORONGO BASIN TRANSIT AUTHORITY - IT IS SIMPLY A FORMAT TO USE WHEN FILLING OUT DOCUMENTS.

1. By an Individual. The individual must sign the instrument, and if he is doing business under a fictitious name, the fictitious name must be set forth. The signature must be acknowledged before a Notary Public, using the proper form of acknowledgment.
2. By a Partnership. The name of the partnership must be set forth followed by the signatures of less than all of the partners will be acceptable only if submitted with evidence of authority to act on behalf of the partnership. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.
3. By a Corporation. The name of the corporation must be set forth, followed by the signatures of the President or Vice President and Secretary or Assistant Secretary. The signatures must be acknowledged before a Notary Public, using in substance the following form of acknowledgment.
4. By a Surety. The name of the surety must be set forth, followed by an authorized signature. The signatures must be acknowledged before a Notary Public, using the proper form of acknowledgment.

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 20____, before me, the undersigned, appeared _____, known to me to be the President or Vice President and _____, known to be to be the (Secretary) (Assistant Secretary) of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my signature and seal.

Notary Public

(Seal)

CONTRACT

MORONGO BASIN TRANSIT AUTHORITY

THIS AGREEMENT is made and entered into this _____, by and between the MORONGO BASIN TRANSIT AUTHORITY, hereinafter referred to as "Morongo Basin Transit Authority," and _____ hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto as Exhibit B and incorporated by this reference, and

WHEREAS, Morongo Basin Transit Authority desires to contract with Contractor to perform the services detailed in this contract, including the Proposal, and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Scope of Services - Morongo Basin Transit Authority hereby employs Contractor to perform the work and provide the services and materials as described in the Notice to Contractors, Instructions to Bidders, Special Provisions and the Proposal, attached hereto as Exhibit A and incorporated herein by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in the Notice to Contractors, Instructions to Bidders, Special Provisions and the Proposal, and in accordance with the latest edition of the Joint Cooperative Committee, Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, document entitled "Standard Specifications." In the event of any conflict between the terms of this agreement and any of the above-referenced documents, the terms of this agreement shall be controlling.
2. Compensation - In consideration of the services rendered hereunder, Contractor shall be paid according to the prices as submitted on the Pay Items and Bid Price Schedule of the Proposal, attached hereto as part of Exhibit A and in accordance with the Special Provisions.
3. Hold Harmless; Insurance - It is specifically understood and agreed by all parties hereto that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the Morongo Basin Transit Authority. Accordingly, Contractor shall not be deemed the Morongo Basin Transit Authority's employee for any purpose whatsoever. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever for or against Morongo Basin Transit Authority and shall hold harmless, indemnify and defend with the attorneys of the Morongo Basin Transit Authority's choice, the Morongo Basin Transit Authority its officers, employees, agents and representatives, from and against any and all obligations, claims, liens, or causes of actions, arising out of or related to Contractor's services hereunder. Contractor shall file and maintain with Morongo Basin Transit Authority at all times during the term of this Agreement, a copy or certificate of general liability insurance with an insurance company acceptable to, and approved by, the General Manager and Attorney of the Morongo Basin Transit Authority, with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor. Such insurance shall not be canceled without thirty (30) days' prior written notice to Morongo Basin Transit Authority, shall name the Morongo Basin Transit Authority and its officers and employees as additional insureds, shall include all automobiles utilized by Contractor's personnel in the performance of this Agreement, and shall be primary and not contributing with other insurance available to the Morongo Basin Transit Authority.

4. Assignment - This agreement may not be assigned by the Contractor, in whole or in part, without the prior written consent of Morongo Basin Transit Authority.

5. Termination - This Agreement may be canceled by Morongo Basin Transit Authority at any time without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, Morongo Basin Transit Authority shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

6. Worker's Compensation Insurance - In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part 1, Chapter 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers Compensation Insurance.

The undersigned Contractor is 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 will comply with such provisions before commencing the performance of the work of this contract.

7. General Rate of Per Diem Wages - Pursuant to the Labor Code of the State of California, the Director of Industrial Relations has determined the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. This rate and scale are on file with the General Manager and copies will be made available to any interested party on request. The Contractor to whom the contract is awarded, and the subcontractors under him must pay not less than these rates for this area to all workers employed in the execution of this contract.

8. Retention - In accordance with Part 5 (Section 2230), Division 2 of the Public Contract Code, a contractor may substitute securities for retention moneys withheld by a public agency to ensure performance under this contract. At the request and expense of the contractor, eligible securities equivalent to the amount withheld shall be deposited with the Morongo Basin Transit Authority, or with a state or federally chartered bank, as the escrow agent, who shall then pay such moneys to the contractor, and upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

9. Suit; Recovery of Attorney Fees & Costs - Should either party bring any action to protect or enforce its rights hereunder, the prevailing party in such action shall be entitled to recover, in addition to all other relief, its reasonable attorney fees and court costs.

10. Morongo Basin Transit Authority Approval - All labor, materials, tools, equipment and services shall be furnished and work performed and completed under the direction and supervision and subject to the approval of Morongo Basin Transit Authority or its authorized representatives.

11. Gratuities - Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to Morongo Basin Transit Authority's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. Conflict of Interest - Contractor warrants that he is and will continue to be in compliance with all applicable conflict of interest laws.

13. Contractor's Affidavit - After the completion of the work contemplated by this Contract, Contractor shall file with the General Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the Job have been paid in full, and that there are no claims outstanding against the Project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the

provisions of the laws of the State of California.

14. Notice to Morongo Basin Transit Authority of Labor Disputes - Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Morongo Basin Transit Authority.

15. Books and Records - Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the Morongo Basin Transit Authority.

16. Legal Day's Work - Eight (8) hours labor constitutes a legal day's work.

17. Inspection - The work shall be subject to inspection and testing by Morongo Basin Transit Authority and its authorized representatives.

18. Discrimination - Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age or handicap.

19. Governing Law - This Contract and any dispute arising hereunder shall be governed by the law of the State of California.

20. Written notice - Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the Morongo Basin Transit Authority addressed as follows:

Mr. Mark Goodale, General Manager
Morongo Basin Transit Authority
62405 Verbena Road
Joshua Tree, California 92252

21. Clayton/Cartwright Acts Assignment - The Contractor agrees to assign to the Morongo Basin Transit Authority 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 Business and Profession Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

22. Morongo Basin Transit Authority Claims - Morongo Basin Transit Authority does not waive any claims against Contractor by making any payment. The time limit for the Morongo Basin Transit Authority to assert claims against Contractor shall not be limited by the Contract Documents but shall be in accordance with the laws of the State of California.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

MORONGO BASIN TRANSIT AUTHORITY

General Manager

CONTRACTOR:

By: _____
Title:

By: _____
Title:

"Corporate seal"