

Document 005000

**AGREEMENT BETWEEN MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT AND CONTRACTOR**

THIS Contract made and entered into on _____, 2014 by and between Monterey Regional Waste Management District hereinafter referred to as OWNER and _____, hereinafter referred to as CONTRACTOR. If there is a conflict among any contract documents the provisions of Document 005000 - Agreement Between Monterey Regional Waste Management District and CONTRACTOR shall take precedence.

WITNESSETH

WHEREAS, OWNER desires to employ the services of CONTRACTOR to provide services as described in the Scope of Work.

WHEREAS, CONTRACTOR has provided a bid submittal, to perform the services required to construct the facilities outlined in Exhibit A – Scope of Work.

NOW, THEREFORE, for, in consideration of the promises and other good and valuable considerations, and subject to the terms hereinafter contained, OWNER and CONTRACTOR agree as follows:

1. SCOPE OF WORK

CONTRACTOR shall perform the Work described in Exhibit A in accordance with the Terms and Conditions of this Contract.

2. TIME OF PERFORMANCE

CONTRACTOR shall commence Work immediately upon written notice to proceed by OWNER and shall complete all contract work necessary to allow CNG Truck fueling, including underground utilities, infrastructure, and etc. beneath the proposed asphalt truck parking areas, associated access roads (including the northern-most CNG Fast Fueling access). This work must be completed by May 31, 2015 in order to avoid Liquidated Damages as stated in Section 008000 "Supplemental Conditions" and 004113 "Bid Form". Upon contract award, the Owner, Architect, Owner's Representative and Contractor will meet to define and document in writing precisely what must be completed for this milestone. The truck parking and use of the CNG fueling stations are critical to the MRWMD lease agreement between MRWMD and their Truck Hauling Tenant. If Liquidated Damages are invoked for this phase they will continue to accrue until this milestone is complete independent of any other schedule milestones or liquidated damages.

All remaining contract work must be completed within two hundred and sixty eight days (268) calendar days after the Notice-to-Proceed is issued by the MRWMD. Should CONTRACTOR fail to achieve Final Completion of the Work within that Contract Time, the CONTRACTOR agrees to pay liquidated damages as stipulated in Supplementary Conditions. Time is of the essence in the performance of CONTRACTOR'S obligations under this Contract

In accordance with the provisions of §4215 of the California Government Code, the CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

Weather Delays shall be in compliance with that specified in Section 008000 "Supplemental Conditions", Item 2.10.C.

3. COMPENSATION AND PAYMENT

- a. Payment. In consideration for materials furnished and services rendered, OWNER shall pay CONTRACTOR in accordance with the provisions specified in Exhibit B. OWNER shall make progress payments to the CONTRACTOR on account of the Contract Price as provided below and elsewhere in the Project Manual. The period covered by each progress payment shall be one calendar month ending on the last day of the month. Each month, not later than the tenth day of the month, CONTRACTOR shall make Application for Payment of work completed during the previous month, as provided in the General Conditions. ENGINEER'S Project Manager will make a recommendation for payment, and OWNER will make a progress payment on the basis of such recommendation, as provided in the document 007000 - General Conditions. Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by OWNER to the CONTRACTOR as provided in the General Conditions. Invoices will be paid within 30 calendar days of receipt of an approved invoice.

- b. Substitution of Securities in Lieu of Retainage. The CONTRACTOR may elect to receive 100 percent of payments due under the Project Manual from time to time, without retention from any portion of the payment by the OWNER, by depositing securities of equivalent value with the OWNER in accordance with the provisions of §22300 of the California Public Contract Code. Such securities, if deposited by the CONTRACTOR, shall be valued by the OWNER, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in §22300 of the California Public Contract Code and §16430 of the California Government Code.

- c. Prevailing Wage Rates.
 - (1) As required by §§1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate per diem wages are on file at the office of the OWNER, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site.

 - (2) As provided in §1775 of the California Labor Code, the CONTRACTOR shall, as a penalty of the OWNER, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work or craft in which such worker is employed

for any public work done under the CONTRACTOR by it or by any subcontractor under it.

- d. Retention and Inspection of Payroll Records. As required under the provisions of §1776 of the California Labor Code, each CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR under certain specified conditions.
- e. Apprentices. Attention is directed to §§1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations §§200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the CONTRACTOR (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this paragraph lies with the CONTRACTOR. The OWNER'S policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.
- f. Working Hours. The CONTRACTOR shall comply with all applicable provisions of §§1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the OWNER, forfeit \$25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at no less than 1-1/2 times the basic rate of pay.

4. INTERPRETATION

This Contract, together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire Contract between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions in this Contract are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this Contract nor be considered interpretative thereof.

Failure of either party to exercise any opinion, right or privilege under this Contract or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.

5. INDEPENDENT CONTRACTOR

- a. In accordance with the provisions of California Public Contract Code §3300, the OWNER has determined that the CONTRACTOR possesses a Valid Class A Contractor license at the time that this contract is executed. Failure to possess the specified license shall render this contract void.
- b. CONTRACTOR shall be an independent CONTRACTOR in all its activities hereunder. CONTRACTOR is not to be considered OWNER'S employee for any purpose, including but not limited to the accrual of any employee benefits. CONTRACTOR is not authorized to represent OWNER or otherwise bind OWNER in any dealings between OWNER and any third parties.
- c. All employees furnished by CONTRACTOR to perform the work hereunder shall be deemed to be CONTRACTOR'S employees exclusively and shall be paid by CONTRACTOR for all services in this connection, including but not limited to the accrual of any employee benefits. CONTRACTOR shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workman's Compensation, Income Tax and other reports and deductions required by any applicable State or Federal law.
- d. The work to be performed by CONTRACTOR shall be under the general direction of OWNER'S on-site Resident Construction Representative and shall be limited to the Scope of Work of this Contract. OWNER may direct CONTRACTOR as to what work is to be done, the sequence in which it is to be performed and a schedule indicating start dates and/or completion dates, but shall not be responsible for or direct the means, methods or equipment whereby the work is to be accomplished.

6. SUBCONTRACTS AND ASSIGNMENTS

- a. Subcontractor. CONTRACTOR shall not assign or subcontract any portion of the services required under this Contract without prior written authorization of OWNER.
- b. Assignment of Antitrust Actions in Awarding Body. In accordance with §4551 of the Government Code, the CONTRACTOR and subcontractors shall conform to the following requirements. In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 commencing with §16700 of Part 2 of Division 7 of the Business and Professions Code).

7. TERMINATION

- a. OWNER, with five days' written notice, may terminate this Contract without cause at any time. Any termination shall become effective in the manner specified in the Notice of Termination and shall be without prejudice to any claim, which OWNER may have against CONTRACTOR or CONTRACTOR may have against OWNER. OWNER shall reimburse CONTRACTOR only for the work performed to date of termination, and for expenses which were reasonably incurred and necessary costs of termination and protection of property.
- b. In the event of a termination for default of CONTRACTOR, CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the amount to be paid on this Contract exceeds the cost of finishing the Work, including the cost for additional managerial and administrative services and any other costs and damages OWNER may suffer, that excess amount shall be paid to CONTRACTOR. If the expense, compensation, costs, and damages exceed any unpaid balance, CONTRACTOR and its sureties, if any, shall be liable for and shall pay the difference to OWNER.
- c. Notwithstanding the above, the total amount due CONTRACTOR upon termination will not exceed the total compensation stated in Exhibit B.

8. FORCE MAJEURE

CONTRACTOR shall not be liable for failure or delay in delivery of services or delivery of goods due to Acts of God; war; civil commotion; labor disputes or strikes (including labor disputes and strikes involving employees of CONTRACTOR); fire, flood, or other casualty; governmental actions, priorities, or regulations; supplier or CONTRACTOR

delay; or any cause beyond CONTRACTOR'S reasonable control whether of similar or dissimilar nature than those enumerated. CONTRACTOR shall have such additional time within which to perform the Work as may be reasonably determined as the result of any of the above causes.

9. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold OWNER harmless from and against claims, liabilities, suits, loss, cost, and expense and damages arising from or in connection with CONTRACTOR'S performance of work pursuant to this Contract.

10. WARRANTIES

- a. CONTRACTOR warrants that all Work shall strictly comply with the provisions of this Contract and all specifications and drawings referred to in this Contract or thereafter furnished by OWNER and shall be free from defects in construction and workmanship and in any design or engineering furnished by CONTRACTOR. CONTRACTOR further warrants that all materials, equipment, and supplies furnished by CONTRACTOR for the Work shall be new, merchantable, of the most suitable grade, and fit for their intended purposes. Without limitation of any other rights or remedies of OWNER, if any defect in the Work in violation of the foregoing warranty appears within the period set forth below, CONTRACTOR shall upon receipt of written notice of such defect, promptly furnish, at no cost to OWNER, all labor, equipment and materials at the job site necessary to correct such defects and cause the Work to comply fully with the foregoing warranties.
- b. CONTRACTOR'S warranties set forth in "10.a." above shall extend for a period of 12 months after the date of final written acceptance of the Work by OWNER.
- c. All labor, equipment, and materials furnished by CONTRACTOR pursuant to "10.a." above to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in "10.a." above for a period of 12 months from the date of acceptance by OWNER of such corrections.
- d. If CONTRACTOR is notified of any defects in the Work and fails to promptly cure such defects, OWNER shall have the right to cure or to have such defects cured at CONTRACTOR'S cost and expense, and CONTRACTOR shall promptly reimburse OWNER for such costs and expenses.

11. INSURANCE

a. Workers' Compensation

- (1) In accordance with provisions of §1860 of the California Labor Code, the CONTRACTOR'S attention is directed to the requirement that, in accordance with the provisions of §3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (2) In accordance with the provisions of §1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of §3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

b. Without limiting its liability to OWNER, CONTRACTOR shall place and maintain with responsible insurance carriers the following insurance. Prior to commencing work under this Contract, CONTRACTOR shall deliver to OWNER certificates of insurance evidencing coverage in accordance with this Article and an obligation to which shall provide thirty calendar days notice to OWNER in the event of a material change in coverage or cancellation. As to the insurance set out in Paragraphs (2) and (3) below, CONTRACTOR shall have OWNER, ARCHITECT, and CONSTRUCTION MANAGER named as additional insured and CONTRACTOR shall provide a certificate of insurance to OWNER before work is started.

- (1) Worker's Compensation and Employer's Liability Insurance. Workers' Compensation in compliance with the applicable State and Federal laws.

Employer Liability Limit \$1,000,000.

- (2) Comprehensive General Liability Insurance including Blanket Contractual; Excavation, Collapse and Underground (XCU) Hazards; Broad Form Property Damage; Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than Bodily Injury and Products/Completed Operations shall

apply separately with respect to each project away from CONTRACTOR'S owned or rented premises.

- (3) Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence.

12. UNEMPLOYMENT INSURANCE AND TAXES

CONTRACTOR shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance, old age retirement benefits and similar pensions, and annuities which may now or hereafter be imposed by the United States, any state, or any local governmental authority, whether measured by the wages, salaries, or remuneration paid to persons employed by CONTRACTOR or otherwise, for the Work. CONTRACTOR shall comply with all Federal and State laws on such subjects, including all rules and regulations and shall maintain suitable forms, books and records, and save OWNER free and harmless from, and hereby indemnifies OWNER and against, liability for the payment of any and all such taxes, excises, assessments, or other charges levied by any governmental authority on or because of the Work, including, without limitation, the use of any equipment, supplies or materials pursuant to this Contract.

13. DISCLOSURE OF INFORMATION

No news release, including photographs and films, public announcement, denial or confirmation shall be made by CONTRACTOR concerning subject matter of this Contract, or any phase of any program hereunder, without the prior written approval of OWNER.

14. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

15. CHANGES

- a. Preference for Materials. Notwithstanding any other provision of the Bid Documents or Specifications to the contrary, any reference in the Project Manual to any material, item of equipment or type of construction by manufacturer's name, make, catalogue number, service or other proprietary identification shall be interpreted as establishing a standard of quality and shall not be construed as

limiting competition. Bidders may furnish any equal material, product, or service if the OWNER so approves.

If the CONTRACTOR wishes to propose a substitute or equal item for any specified by brand or trade name, he shall in writing notify the OWNER of his intent to do so and at this time submit to the OWNER an itemized list of the item or items he proposes setting forth the various manufacturers, names and such other information he has available. Unless this notification is given, the CONTRACTOR shall provide only the items specified by brand or trade name. If notification is so given the OWNER, within thirty-five (35) calendar days after issuance of Notice of Award, the CONTRACTOR shall supply data to the OWNER to substantiate the proposed substitution or equal. The OWNER will then decide whether the proposed substitution or equal is in fact equal in quality and utility to the specified trade or brand name items. It is agreed that the decision of the OWNER in this matter shall be final and that if the OWNER determines that the proposed substitution is not equal to that specified, the CONTRACTOR shall provide equipment which meets the specifications at the price specified in the CONTRACTOR'S Bid.

- b. Changes. OWNER, without invalidating this Contract, may direct changes within the general scope of work required by this Contract by altering, adding to and/or deducting from the work to be performed. If any changes under this clause, whether directed or otherwise, cause an increase or decrease in CONTRACTOR'S cost of, or the time required for, the performance of the work under this Contract, CONTRACTOR shall notify OWNER within five working days of the date of occurrence of any such change. CONTRACTOR shall submit detailed justification of time and cost impacts for review and approval of Contract. After mutual agreement has been reached by the parties, an equitable adjustment will be made to the contract time or price, and the Contract will be modified in writing accordingly. All such changes in the work shall be in writing and shall be performed subject to the provisions of this CONTRACT.

16. INSPECTION AND ACCEPTANCE

- a. All equipment and materials furnished to OWNER, and workmanship performed by CONTRACTOR or its lower-tier subcontractors shall be subject to final inspection, tests, and acceptance by OWNER or its representatives upon completion of all Work. OWNER may also inspect and reject any materials, equipment, or workmanship at any time during the performance of the Work. OWNER'S inspections shall not relieve CONTRACTOR from its obligation to comply with the requirements of this Contract. OWNER reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time specified by the CONTRACTOR for

inspection or test, or when re-inspection or retesting is necessitated by prior rejection. The failure of OWNER to inspect or test, or to discover defective material or workmanship, shall not prejudice the rights of OWNER upon the final inspection.

- b. CONTRACTOR, at its expense, shall promptly correct any workmanship which does not comply with the requirements of this Contract, and shall promptly repair or replace any material or equipment (except material or equipment furnished by OWNER) which is defective or does not conform to the Contract requirements, prior to resubmitting the Work for acceptance. If CONTRACTOR fails to repair or replace rejected equipment or material, or correct rejected workmanship promptly, OWNER, at its option, may repair, replace or correct the defective workmanship, equipment or material, and all costs and expenses of OWNER in correcting the defective Work shall be the responsibility of CONTRACTOR and shall be paid to OWNER on demand. Instead of requiring correction, removal, or replacement of defective Work, OWNER may accept the Work in its defective or unapproved state and a Subcontract amendment shall be issued to incorporate any unnecessary revisions to the Subcontract documents, including an appropriate reduction to the Contract price.
- c. CONTRACTOR acknowledges that the OWNER or its representatives may also inspect any materials, equipment, or workmanship at any time during the performance of the Work.

17. SUSPENSION OF WORK

- a. OWNER may, at any time, suspend performance of all or any part of the Work by giving not less than five working days written notice to CONTRACTOR. The suspension may be continued by OWNER for a period up to sixty calendar days during which period OWNER may at any time, by written notice, require CONTRACTOR to resume performance of the Work. If at the end of the sixty-day period of suspension OWNER has not required a resumption of Work, that portion of the Work which has been suspended may be terminated by either party pursuant of the provisions of this paragraph. CONTRACTOR shall be compensated in accordance with, and shall follow the procedures specified in, paragraph 15 above.
- b. OWNER shall not be liable for any damages, anticipated profits, or costs incurred with respect to suspended Work during any period of suspension, except for costs which (i) are incurred for the purpose of safeguarding the Work, materials, and equipment in transit or at the job site, (ii) are incurred for such CONTRACTOR personnel or rented equipment which are maintained at the job

site, or (iii) are other reasonable and unavoidable costs of shutting down the Work or reassembling personnel and equipment.

18. PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

As required by §6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the CONTRACTOR shall submit for acceptance by the OWNER or by a registered civil or structural ENGINEER, employed by the OWNER, to whom authority to accept has been delegated, 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 the CONTRACTOR, and all costs therefor shall be included in the price named in the Contract for completion of the Work as set forth in the Project Manual. Nothing in this Section 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 Section shall be construed to impose tort liability on the OWNER, the ENGINEER, nor any of their officers, agents, representatives, or employees.

19. NOTICE OF THIRD PARTY CLAIMS AGAINST THE CONTRACTOR

The CONTRACTOR shall give the OWNER immediate notice of any suit or action filed, or any claims made, against the CONTRACTOR arising out of the performance of this Contract or any lower-tier subcontracts. The CONTRACTOR shall furnish immediately to the OWNER copies of all documents received by the CONTRACTOR pertinent to such actions, suit or claim, pre-lien notices, notifications of liens, and/or stop notices.

20. BENEFICIAL OCCUPANCY AND POSSESSION PRIOR TO COMPLETION

The OWNER shall have the right to take possession of or use any completed or partially completed part of the CONTRACTOR'S Work as OWNER may deem necessary for their operations upon notice to the CONTRACTOR. During such occupancy, OWNER shall exercise all reasonable efforts to avoid interference with the CONTRACTOR'S continuance of the Work. Such occupancy shall not constitute acceptance of the CONTRACTOR'S Work and the CONTRACTOR will remain responsible for that portion of the Work so occupied until final acceptance under the terms of this Contract and thereafter pursuant to the guarantees and warranty provisions of this Contract; provided that CONTRACTOR shall not be responsible for any damage or loss caused by OWNER.

21. CONTRACTOR'S FINAL RELEASE CERTIFICATE AND INDEMNIFICATION

Upon completion and acceptance of all Work, the CONTRACTOR shall complete the "Contractor's Final Release Certificate or Indemnity" hereto referred as Exhibit C attached hereto and incorporated into this Contract by reference. This Certificate shall be submitted to OWNER along with the CONTRACTOR'S final invoice as prescribed in the Compensation and Payment section of this Contract.

22. INDEX OF ATTACHMENTS

The following list of Exhibits are incorporated herein and made a part thereof:

Exhibit A – Scope of Work

Exhibit B – Schedule of Unit Price Work

Exhibit C – Payment Schedule

Exhibit D – Contractor’s Final Release Certificate and Indemnity

Exhibit E - List of Documents

Addendum No. _____

MONTEREY REGIONAL WASTE

MANAGEMENT DISTRICT

(CONTRACTOR)

(OWNER)

(Signature)

(Signature)

(Print Name and Title) William M. Merry

Date

Date

()
(Corporate)
(Seal)
()

()
(MRWMD)
(Seal)
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EXHIBIT A

SCOPE OF WORK

The CONTRACTOR will provide, furnish and install the material, equipment and labor necessary to accomplish the work as defined in Bid Documents.

END OF EXHIBIT

EXHIBIT B

SCHEDULE OF UNIT PRICE WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools and construction expertise to carry out the work as described in the Exhibit A - Scope of Work.

Compensation is defined in the attached Document 0012100 - Allowances.

Refer to Section 007000 General Conditions, Item 11.6 for limitations of change order mark-ups

END OF EXHIBIT

EXHIBIT C

PAYMENT SCHEDULE

Utilize AIA Payment Application G702/G703

END OF EXHIBIT

EXHIBIT D

CONTRACTOR'S FINAL RELEASE CERTIFICATE AND INDEMNITY

This Release and Certificate is made in accordance with the provisions of Contract No. _____ including any and all Amendments thereto, executed by _____ hereinafter referred to as the "CONTRACTOR" and Monterey Regional Waste Management District hereinafter referred to as the "OWNER."

In consideration of payments heretofore, or to be made by the OWNER to the CONTRACTOR for labor, materials, and services furnished by the CONTRACTOR in the performance of said Contract, the CONTRACTOR hereby unconditionally releases the OWNER, their Officers, Agents, Employees, Assigns, or Heirs from any and all liens and claims whatsoever arising out of or during the performance of said Contract, other than such claims, if any, that may with the consent of the OWNER be specifically excepted from the terms of this Release and Certificate, stated on Sheet 1, attached hereto (or, if none, so state): _____ and in further consideration of the aforesaid payments CONTRACTOR being first duly sworn, further affirms and certifies under penalty of perjury that all labor, and services of every nature by whomsoever furnished in connection with the performance of said CONTRACT and all applicable State and Federal payroll taxes and payroll insurance have been paid and CONTRACTOR hereby agrees to indemnify OWNER, against, and hold them harmless of and from, all liens, claims, demands, penalties, losses, costs, damages, and liability in any manner whatsoever heretofore or hereafter arising out of or in respect of any claim by any person or governmental agency for payment for work, labor, services, or materials performed, furnished, or rendered under or pursuant to or in respect of the performance of said CONTRACTOR.

Executed this _____ day of _____ 20 ____.

CONTRACTOR

By _____

OFFICIAL TITLE

(If the CONTRACTOR is a corporation, the following Certificate will be executed.)

I, _____, certify that I am _____ of the Corporation executing this Release and Certificate; that _____ who signed this Release and Certificate on behalf of the CONTRACTOR was then _____ of said Corporation; that said Release and Certificate was duly signed for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC FOR SAID STATE

END OF EXHIBIT

EXHIBIT E

LIST OF DOCUMENTS

<u>Document #</u>	<u>Name</u>
004113	Bid Form
004200	List of Proposed Contractors
004323	Alternates Form
004400	Labor and Equipment Rates Schedules
004500	Contractor License Form
005000	Agreement Between MRWMD and Contractor
006100	Performance Bond
006150	Certificates of Insurance
006200	Payment Bond
006500	Notice to Proceed
007000	Standard General Conditions of the Construction Contract
008000	Supplementary Conditions
	General Requirements and Site Work - Divisions 1 & 2
	Construction Drawings (reduced)

END OF EXHIBIT

END OF SECTION