

Sample Large
Contractors Agreement

HUMBOLDT BAY MUNICIPAL WATER DISTRICT
PO BOX 95, EUREKA CA 95502-0095
828 SEVENTH STREET, EUREKA CA 95501-1114

Telephone (707) 443-5018 - FAX (707) 443-5731

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

To: _____ Date: _____

_____ Agreement No. _____

The undersigned Contractor offers to furnish the following:

- 1 _____
- 2 _____
- 3 _____
- 4 _____

Contract Price, Not to exceed _____ Public Works project - subject to prevailing wage
Completion Date: _____ CSLB License Number: _____
PWC Registration Number : _____

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

Accepted: Humboldt Bay Municipal Water District

By: _____

Title _____

Other Authorized Representative(s)

Contractor: _____

(Business name)

By: _____

Title _____

Other Authorized Representative(s)

Contractor or supplier (Contractor), agrees with the Humboldt Bay Municipal Water District that:

- a) To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Humboldt Bay Municipal Water District its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of 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 the Humboldt Bay Municipal Water District, its directors, officers, employees, or authorized volunteers.
- b) 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.
- c) Contractor hereby certifies that it is registered with the State of California Department of Industrial Relations to: 1) bid on a public works project or 2) work on a public works project. Contractor shall provide proof of its valid registration as a condition of being awarded its contract with District. Contractor further agrees that it is responsible for any and all fines associated with non-registration or lapse in registration.
- d) Contractor will file with the Humboldt Bay Municipal Water District before beginning work, certificates of insurance and policy endorsements satisfactory to the Humboldt Bay Municipal Water District evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Humboldt Bay Municipal Water District. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Humboldt Bay Municipal Water District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the, Humboldt Bay Municipal Water District its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Humboldt Bay Municipal Water District. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
- e) 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 the Humboldt Bay Municipal Water District at least ten (10) days prior to the expiration date.
- f) 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."
- g) Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the Humboldt Bay Municipal Water District
- h) Permits required by governmental authorities will be obtained at Contractor's expense, and Contractor will comply with local, state and federal regulations and statutes including, but not limited to the Cal/OSHA requirements.
- i) 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 Humboldt Bay Municipal Water District. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.

Contract Provisions Guide

Navigating Appendix II to Part 200—Contract Provisions
for Non-Federal Entity Contracts Under Federal Awards

Procurement Disaster Assistance Team (PDAT)

June 2021

(FI-207-21-0001)



FEMA

Contract Provisions Quick Reference Guide

Tables A and B are designed to help FEMA grant recipients and subrecipients conduct a quick reference of the applicability of a specific contract provision and whether sample contract language is included within this Guide to incorporate within the NFE’s contract.

The Tables are divided between the required contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions (*continued next page*)

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	<u>Legal/contractual/administrative remedies for breach of contract</u>	Greater than Simplified Acquisition Threshold (SAT)- \$250,000	No. It is based on NFE’s procedures.
2	<u>Termination for cause and convenience</u>	Greater than \$10,000	No. It is based on NFE’s procedures.
3	<u>Equal Employment Opportunity</u>	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	<u>Davis-Bacon Act</u>	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	<u>Copeland “Anti-Kickback” Act</u>	Construction work greater than \$2,000	Yes.
6	<u>Contract Work Hours and Safety Standards Act</u>	Greater than \$100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	<u>Rights to inventions made under a contract or agreement</u>	Funding agreement	Yes.
8	<u>Clean Air Act and federal Water Pollution Control Act</u>	Greater than \$150,000	Yes.
9	<u>Debarment and Suspension</u>	Greater than \$25,000	Yes.
10	<u>Byrd Anti-Lobbying Amendment</u>	Greater than \$100,000; and Certification required for all contracts greater than \$100,000	Yes. Clause and certification.

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
11	<u>Procurement of Recovered Materials</u>	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than \$10,000.	Yes.
12	<u>Prohibition on Contracting for Covered Telecommunications Equipment or Services</u>	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	<u>Domestic Preferences for Procurements</u>	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	<u>Access to Records</u>	All	Yes.
2	<u>Contract Changes or Modifications</u>	All	No. It depends on nature of contract and end-item procured.
3	<u>DHS Seal, Logo, and Flags</u>	All	Yes.
4	<u>Compliance with federal Law, Regulations and Executive Orders</u>	All	Yes.
5	<u>No Obligation by Federal Government</u>	All	Yes.
6	<u>Program Fraud and False or Fraudulent Statements or Related Acts</u>	All	Yes.
7	<u>Affirmative Socioeconomic Steps</u>	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	<u>Copyright</u>	All procurements that may involve creation of copyrightable material.	Yes.