

**METRO GOLD LINE Foothill Extension
CONSTRUCTION AUTHORITY**

Request for Bids (RFB)

**UTILITY RELOCATION PROJECT
RFB C2001**



Issued July 5, 2017

VOLUME 2- SIGNATURE AGREEMENT

SIGNATURE AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2017, by and between the Metro Gold Line Foothill Extension Construction Authority ("Authority") and _____ ("Contractor").

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreement hereinafter mentioned to be made and performed by the Authority, the Contractor shall perform and complete in a workmanlike manner all Work required under the Contract Documents in accordance with the Contract Documents, to furnish at its own expense all labor, materials, equipment, tools, supplies, transportation, utilities, bonds and insurance, permits and services necessary therefor, except such materials, equipment, and services as may be stipulated in the Contract Documents to be furnished by the Authority, and to do everything required by the Contract Documents. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Specifications.

ARTICLE II. Full compensation to the Contractor, for full and complete performance of the Work, compliance with all terms and conditions of the Contract Documents, and payment by the Contractor of all obligations incurred in or applicable to the Contractor's performance of the Work, shall be the "Total Amount" (Box 1C) set forth on Exhibit C ("Contract Price"), which consists of a fixed price of the "Bid Amount" (Box 1A) set forth on Exhibit C plus a not to exceed amount of the "Sum of all Provisional Sums" (Box 1B) set forth on Exhibit C, as such amounts may be revised under the Contract Documents.

ARTICLE III. The Contract Documents set forth the entire agreement between the parties and supersedes all previous communications, agreements and commitments, whether written or oral, pertaining to the Work. The provisions of the Contract Documents may be changed only by a writing executed by the parties.

ARTICLE IV. Any notice, demand, request, covenant, approval or other communications to be given by one party to the other party shall be in writing (unless some other form of notice is specifically provided for herein) (A) delivered personally; (B) sent by certified mail, return receipt requested; (C) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (D) sent by email communication, addressed to the parties at their respective addresses as follows:

If to the Authority: _____

If to the Contractor: _____

A change in address may be made by notifying the other party in accordance with this Article.

Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other person making the delivery. Notwithstanding the foregoing, notices received after 5:00 p.m. shall be deemed received on the first business day following delivery.

ARTICLE V. In the event of any conflict among the Contract Documents, the following order of precedence shall apply:

- a. Signature Agreement;
- b. Special Provisions;
- c. Contract Drawings;
- d. General Conditions;
- e. Master Cooperative Agreements;
- f. Standard Specifications.

Notwithstanding the foregoing, if there are any conflicts or inconsistencies within or between documents comprising the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work required unless the Authority directs otherwise in writing.

The Contractor shall promptly notify the Authority of any error, omission, inconsistency, inaccuracy, deficiency or other defect that it may discover in the Contract Documents, and shall obtain specific instructions in writing from the Authority before proceeding with the Work affected thereby.

ARTICLE VI. This Signature Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Titles and captions used in the Contract Documents are for convenience only and shall not be used in the interpretation of any of the provisions of the Contract Documents.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

METRO GOLD LINE FOOTHILL EXTENSION
CONSTRUCTION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

[CONTRACTOR]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Contractor's License No. _____

CONTRACTOR'S SIGNATURES MUST BE NOTARIZED AND THE NOTARY ACKNOWLEDGMENT MUST SPECIFY THAT THE SIGNER OF THE AGREEMENT IS AUTHORIZED TO EXECUTE THE AGREEMENT. THE AUTHORITY SHALL DETERMINE THE SUFFICIENCY OF THE CONTRACTOR'S SIGNATURES, AND MAY REQUIRE NOTARIZED SIGNATURES FROM TWO OFFICERS IN THE EVENT THAT CONTRACTOR IS A CORPORATION.

EXHIBIT A
PERFORMANCE BOND

Bond No. _____

WHEREAS, the Metro Gold Line Foothill Extension Construction Authority (“Obligee”) has awarded to _____, a _____ (“Principal”), Contract No. C2001 dated _____, 2017 (the “Contract”), relating to the Utility Relocation Project on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract with delivery of the executed Contract.

NOW, THEREFORE, Principal and _____, a _____ (“Surety”), an admitted surety insurer in the State of California, are held and firmly bound unto Obligee in the amount of \$ _____ (the “Bonded Sum”), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this bond:

1. Capitalized terms not defined herein shall have the meanings subscribed to them in the Contract. The Contract is incorporated by reference herein.
2. This bond specifically guarantees the performance of each and every obligation of Principal under the Contract, as it may be amended and supplemented, but not to exceed the Bonded Sum.
3. Whenever Principal shall be, and is declared by Obligee to be in default under the Contract, provided that Obligee is not then in material default thereunder, Surety shall promptly:
 - (a) remedy such default;
 - (b) complete the performance of Principal’s obligations under the Contract in accordance with the terms and conditions of the Contract then in effect; or
 - (c) obtain a bid or bids for completing the performance of Principal’s obligations under the Contract in accordance with the terms and conditions of the Contract then in effect, and upon determination by Surety of the lowest responsible bidder (or, if Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder), arrange for a Contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion; but not exceeding, including other costs and damages for which Surety is liable hereunder, the Bonded Sum.

4. No alteration, modification or supplement to the Contract or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.

5. Correspondence or claims relating to this bond should be sent to Surety at the following address:

6. No right of action shall accrue on this bond to or for the use of any entity other than Obligee or its successors and assigns.

7. Surety shall in no event be liable to Obligee in excess of the Bonded Sum.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of _____, 2017.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

EXHIBIT B
PAYMENT BOND

Bond No. _____

WHEREAS, the Metro Gold Line Foothill Extension Construction Authority (“Obligee”) has awarded to _____, a _____ (“Principal”), Contract No. C2001 dated _____, 2017 (the “Contract”), relating to the Utility Relocation Project on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing payment of claims as described in Civil Code section 9554 with delivery of the executed Contract.

NOW, THEREFORE, Principal and _____, a _____ (“Surety”), an admitted surety insurer in the State of California, are held and firmly bound unto Obligee in the amount of \$ _____ (the “Bonded Sum”), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall fail to pay any of the persons named in Civil Code section 9100, or any amounts due under the Unemployment Insurance Code, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by such claimant under the Contract, then Surety shall pay for the same in an amount not exceeding the Bonded Sum; otherwise this obligation shall be null and void.

The following terms and conditions shall apply with respect to this bond:

1. The Contract is incorporated by reference herein.
2. No alteration, modification or supplement to the Contract or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.
3. Correspondence or claims relating to this bond should be sent to Surety at the following address:

4. This bond shall inure to the benefit of the persons named in Civil Code section 9100 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.
5. Surety shall in no event be liable to Obligee in excess of the Bonded Sum.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed as of _____, 2017.

Principal:

By: _____

Its: _____

(Seal)

Surety:

By: _____

Its: _____

(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

EXHIBIT C

BIDDING FORM

[Insert from Bid with conformed Agreement]

EXHIBIT D

KEY PERSONNEL

[Insert from Bid with conformed Agreement]