

**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
LAGUNA COUNTY SANITATION DISTRICT**



**AGREEMENT
FOR
FLOOD PROTECTION PROJECT
PROJECT NO. FLDPRO**

**SCOTT D. MCGOLPIN
DIRECTOR OF PUBLIC WORKS**

LAGUNA COUNTY SANITATION DISTRICT AGREEMENT

FLOOD PROTECTION PROJECT (FLDPRO)

Auditor-Controller Contract No. _____

THIS AGREEMENT is made by and between the Laguna County Sanitation District, a county sanitation district, hereinafter called DISTRICT and _____, hereinafter referred to as CONTRACTOR, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT

This agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Project Plans
2. Specifications comprised of:
 - a. Bidding and contract documents
 - b. Standard General Conditions (Engineers Joint Contract Documents Committee)
 - c. Supplementary Conditions (Engineers Joint Contract Documents Committee)
 - d. Technical Specifications (Engineers Joint Contract Documents Committee)
3. Referenced state codes and Santa Barbara County Code
4. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
5. The Bid Form executed and submitted by the Contractor
6. Notice to Bidders
7. The Faithful Performance and Payment Bonds, and
8. Any Addenda

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents"

Copies of all said documents are on file in the Laguna County Sanitation District office located at 620 West Foster Road in Santa Maria and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

LAGUNA COUNTY SANITATION DISTRICT; NOTICE TO BIDDERS AND SPECIFICATIONS FOR Flood Protection Project

The project plans for the work to be done are entitled:

LAGUNA COUNTY SANITATION DISTRICT; PLANS FOR THE CONSTRUCTION OF Flood Protection Project

2. WORK

CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the DISTRICT, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the County of Santa Barbara Director of Public Works, all in strict accordance with the Plans and the Contract Documents provided.

The bidder shall perform all of its services under this Agreement as an independent contractor and not as an employee of DISTRICT. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

3. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the DISTRICT from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the DISTRICT, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the DISTRICT.

4. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument."

5. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR'S profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. DISTRICT shall have the right to audit and review all such documents and records at any time during CONTRACTOR'S regular business hours or upon reasonable notice.

6. PAYMENT

As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Agreement is and shall be \$1,286,750, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in ARTICLE 5 – ASSIGNMENTS AND ALLOWANCES of the BID FORM. Work to be paid as provided in the Contract Documents. In no event shall the DISTRICT be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$65,000, to be paid as provided in the Contract Documents. In no event shall DISTRICT be liable for the cost of any changes or additions to work being performed under this contract unless approved in advance and in writing by the Engineer.

7. COMPLIANCE WITH LAW, AMENDMENTS

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the General Conditions, Supplementary Conditions or Technical Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 9100 through 9510, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify DISTRICT, the Board of Directors, and/or any officer, agent or employee of the DISTRICT against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. DISPUTES

Should any dispute arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of Santa Barbara County ordinance, regulation or standard and in accordance with standards of the American Arbitration Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

The Contractor's attention is directed to the provisions of Public Contract Code 20104 for resolutions of claims of \$375,000 or less. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

9. ASSIGNMENTS

You must not assign any rights nor transfer any of your obligations under this contract without the DISTRICT's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. REGISTRATION

DISTRICT hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for

