

## AGREEMENT

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**Rehabilitation of the  
El Pueblo Water Treatment Plant  
Clear Well Tank  
Potable Water Treatment Plant  
Scotts Valley Water District**

THIS AGREEMENT, made and concluded in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the Scotts Valley Water District (herein "District"), Scotts Valley, California, and \_\_\_\_\_ (herein "Contractor").

**Article I - Scope of Work** -- Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under conditions expressed in the Performance Bond and Payment Bond bearing even date with these presents, and hereunto annexed, the Contractor agrees with District, at his own proper cost and expense, to do all the work and furnish all the materials necessary to construct and furnish complete, in good workmanlike and substantial manner and to the satisfaction of the District, the improvements referenced in the Contract entitled:

**Rehabilitation of the  
El Pueblo Water Treatment Plant  
Clear Well Tank  
Potable Water Treatment Plant  
Scotts Valley Water District**

in strict conformity with the specifications prepared therefore, and with the regulations of the District, and also in accordance with the General Prevailing Wage Rates as determined by the California Department of Industrial Relations, which said specifications, regulations of the District and General Prevailing Wage Rates are hereby specifically referred to and by said reference made a part hereof.

The work to be done is described in the Specifications and Standard Details, which said Specifications and Details are on file in the District office. A copy of the Specifications are attached to these Contract Documents under the headings of "Standard Specifications" and "Special Provisions".

**Article II - Compensation** -- Contractor agrees to receive and accept the prices as set forth in the bid of Contractor for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions or deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the

nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work and the whole thereof, in the manner and according to the Contract Documents, the Plans and Specifications, and the requirements of the Engineer or District under them.

Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the Board of Directors thereof.

**Article III - Employment of Contractor** -- District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, and successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**Article IV - Prevailing Wage Rates** -- The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

**Article V - Workers' Compensation Insurance** -- By his signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the Labor Code which require 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 will comply with such provisions before commencing the performance of the work of this Contract.

**Article VI - Indemnification** -- Contractor shall indemnify and save harmless and defend District, its officers, officials, employees, agents or volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Contractor, or any officer, officials, employees, agents or volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor and their officers, officials, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however

caused, regardless of any negligence of District or its officers, officials, employees, agents or volunteers, except the sole negligence or willful misconduct or active negligence of District or its officers, officials, employees, agents or volunteers;

2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's officers, officials, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officers, officials, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse District and its officers, officials, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry Insurance for this purpose as set out in the specifications. See Section 1-03.09, "Insurance" of the Standard Specifications for insurance specifications and coverage.

**Article VII - Time of Completion** -- The Contractor shall begin work within ten (10) calendar days after receipt of the Notice to Proceed from the Engineer, and shall diligently prosecute the same to completion before the expiration of the time of completion.

The time limit for the completion of all work shall be fifty (50) working days after receipt of Notification to Proceed from Engineer.

**Article VIII - Correction of Defects** -- The Contractor shall promptly repair, replace, restore or rebuild, as the District may determine, any finished work in which defects in materials or workmanship may appear or to which damage may occur because of such defects, during the two (2) year period subsequent to the date of final acceptance of the work, and such obligation shall be considered to be part of the faithful performance bond above referenced.

**Article IX - Incorporation of Contract Documents** -- The complete Contract for the work of improvement herein referenced consists of the following documents, all of which are hereby expressly made a part hereof and incorporated herein by this reference.

1. Notice Inviting Sealed Proposals;
2. Information to Bidders;
3. Proposal;

4. Non-collusion Affidavit;
5. Debarment Certificate
6. Bidder's Statement of Financial Responsibility;
7. Bid Bond
8. Designation of Subcontractors;
9. Agreement;
10. Performance Bond;
11. Payment Bond;
12. Maintenance Bond
13. Division 1 – General Conditions;
14. Division 2 – General Technical Requirements;
15. Division 500 – Recoating Specification
16. Division 10 – Project Special Provisions;
17. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as determined by the California Department of Transportation Division of Construction (all as referenced herein);
18. All Appendices
19. and All Addenda.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

**Scotts Valley Water District**

**Contractor**

By: \_\_\_\_\_  
Charles McNiesh, General Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2008

Date: \_\_\_\_\_, 2008

ATTEST:

By: \_\_\_\_\_  
(Secretary of the Board)

END OF AGREEMENT