

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of April, 2025, by and between the COUNTY OF LAKE, hereinafter called "OWNER" and Argonaut Constructors, doing business as a corporation, hereinafter called "CONTRACTOR".

In consideration of the payments and agreements described herein, the parties agree as follows:

(1) CONTRACTOR will commence and complete the **2024 Pavement Rehabilitation Project, Bid No. 24-39**.

(2) CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

(3) CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the NOTICE TO PROCEED and will complete the same within one hundred (100) working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

(4) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$5,113,696.75 United States Dollars (USD), as shown in the contractor's BID.

(5) The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) NOTICE TO BIDDERS
- (C) BIDDERS' CHECKLIST
- (D) BID
- (E) LIST OF SUBCONTRACTORS
- (F) BID BOND
- (G) LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION PROJECTS)
- (H) LOCAL AGENCY DBE INFORMATION – GOOD FAITH EFFORTS
- (I) AGREEMENT
- (J) PAYMENT BOND
- (K) PERFORMANCE BOND
- (L) PLANS and SPECIAL PROVISIONS prepared or issued by COUNTY OF LAKE and dated October 2024.
- (M) CHANGE ORDERS
- (N) ADDENDA:
  - NO. 1, dated February 04, 2025 – Revised plans and specs
  - NO. 2, dated February 14, 2025 – Revised plans and specs
- (O) FEDERAL WAGE RATES dated January 03, 2025, incorporated herein, and attached as Exhibit "A".

(6) OWNER will pay to CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

(7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(8) **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

- Clean Air Act, as amended (42 USC 1857).
- Clean Water Act, as amended (33 USC 1368)
- Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

(9) **INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provisions:

- The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provision at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

(10) **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon thirty (30) days' written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability. Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

(11) **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

(12) **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

ATTEST: Susan Parker  
Clerk of the Board

COUNTY OF LAKE

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM  
Lloyd Guintivano  
County Counsel

CONTRACTOR

By: Pamela Sandberg  
3/26/25

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_