

AGREEMENT

THIS AGREEMENT is by and between Lake County Sanitation District (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Anderson Springs Sewer Project

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Improvements include approximately 32,000 lineal feet of 2, 3, 4 and 6-inch water main and appurtenances, and 100 grinder pump stations and pressure laterals.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Brelje and Race Consulting Engineers (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. (See Engineer’s Supplementary Conditions for Milestone Requirements.)

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

A. All Work will be substantially completed within 532 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 563 calendar days after the date when the Contract Times commence to run. This Contract contains Milestone limitations. See Engineer’s Supplementary Conditions for Milestone Requirements.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below.

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Units	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization and Demobilization	LS	1	\$	\$
2	Water Pollution Control	LS	1	\$	\$
3	Archaeological Monitoring Coordination	LS	1	\$	\$
4	Orange Construction Fencing	LF	13000	\$	\$
5	Traffic Control	LS	1	\$	\$
6	Trench Bracing and Shoring	LS	1	\$	\$
7	6-inch HDPE Sanitary Sewer (Schedule A)	LF	4858	\$	\$
8	6-inch HDPE Sanitary Sewer with Slurry Cement Backfill (Schedule B)	LF	7056	\$	\$
9	4-inch HDPE Sanitary Sewer (Schedule A)	LF	8429	\$	\$
10	3-inch HDPE Sanitary Sewer (Schedule A)	LF	4511	\$	\$
11	2-inch HDPE Sanitary Sewer (Schedule A)	LF	6451	\$	\$
12	2-inch HDPE Sanitary Sewer with Slurry Cement Backfill (Schedule B)	LF	600	\$	\$

13	Directionally Drilled 12-inch HDPE Casing with 6-inch HDPE Sanitary Sewer	LF	182	\$	\$
14	Directionally Drilled 4-inch HDPE Sanitary Sewer	LF	145	\$	\$
15	Directionally Drilled 2-inch HDPE Sanitary Sewer	LF	370	\$	\$
16	Type A Top Of Trench (Schedule A)	LF	13142	\$	\$
17	Type B Top Of Trench (Schedule A)	LF	9737	\$	\$
18	Type C Top Of Trench (Schedule A)	LF	1314	\$	\$
19	Type D Top Of Trench (Schedule B)	LF	299	\$	\$
20	Type E Top Of Trench (Schedule B)	LF	166	\$	\$
21	Type F Top Of Trench (Schedule B)	LF	6074	\$	\$
22	Type G Top Of Trench (Schedule B)	LF	1112	\$	\$
23	Site-Specific Health and Safety Plan	LS	1	\$	\$
24	Surplus Special Soil Disposal at Class II Landfill	TON	600	\$	\$
25	Surplus Special Soil Disposal at Class I Landfill	TON	300	\$	\$
26	Unstable Trench Over-excavation	LF	2300	\$	\$
27	Hard Rock Excavation	LF	4800	\$	\$
28	Controlled Density Fill (CDF) Backfilled Trench	LF	6275	\$	\$
29	Storm Drain Culvert Crossing CDF Backfilled Trench	EA	33	\$	\$
30	12-inch HDPE Casing Over Storm Drain Culvert	LF	87	\$	\$
31	Above Ground Combination Air Valve and Enclosure	EA	24	\$	\$
32	Below Ground Combination Air Valve and Box	EA	1	\$	\$
33	Combination Air Valve and Pigging Port Manhole	EA	7	\$	\$
34	Pigging Port Junction Manhole	EA	2	\$	\$
35	In-Line Cleanout Assembly	EA	7	\$	\$
36	Terminal Cleanout	EA	14	\$	\$
37	Terminal Junction Assembly	EA	2	\$	\$
38	Mainline Junction Assembly	EA	9	\$	\$
39	Lateral Assembly	EA	310	\$	\$
40	Anderson Creek Crossing At Anderson Springs Road Bridge	LS	1	\$	\$
41	Anderson Creek Crossing At Van Dorn Reservoir Road Bridge	LS	1	\$	\$
42	Anderson Creek Crossing At Foard Road Bridge	LS	1	\$	\$
43	Puta Creek Bridge 14-0021 Crossing	LS	1	\$	\$
44	Puta Creek Bridge 14-0080 Crossing	LS	1	\$	\$
45	0.20-foot Thick Additional Overlay Paving	SF	8000	\$	\$
46	0.25-foot Thick Additional Minor Paving Restoration	SF	8000	\$	\$

47	0.50-foot Thick Additional Gravel Area Restoration	SF	5000	\$	\$
48	Trench Dam	EA	67	\$	\$
49	Bollards	EA	48	\$	\$
50	3/4-inch HDPE Water Service Lateral Replacement	EA	25	\$	\$
51	Flow Meter Vault Piping	LS	1	\$	\$
52	Install Survey Monument	EA	33	\$	\$
	Total of All Bid Prices				\$

Total Amount of Bid is: _____ Dollars and _____ Cents. In the event of discrepancy between words and figures, the words shall prevail.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first Friday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 10% percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00500-1 to 00500-8, inclusive).
2. Performance bond (pages 00610-1 to 00610-4, inclusive).
3. Payment bond (pages 00615-1 to 00615-4, inclusive).
4. General Conditions (pages 00700-1 to 00700-68, inclusive).
5. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 57 sheets (including cover sheet) with each sheet bearing the following general title:
Anderson Springs Sewer Project
8. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 00440-1 to 00440-2, 00450-1 to 00450-2, 00460-1 to 00460-2, 00470-1 to 00470-2, and 00480-1, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 00550-1 to 00550-2, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Lake County Sanitation District

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

**ATTACHMENT TO AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This attachment is to the Agreement made and entered into on _____, by and between the **Lake County Sanitation District** hereinafter "Owner", and _____ hereinafter called "Contractor." This Contract is for that Work described in the Contract Documents entitled _____.

This Contract shall not be effective unless and until approved by a delegated representative of USDA Rural Development.

CONSTRUCTION LENDER

USDA Rural Development
430 G Street, Agency 4169
Davis, CA 95616-4169

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

U.S. Department of Agriculture
RURAL DEVELOPMENT:

BY:_____

TITLE:_____

DATE:_____