

CONTRACT DOCUMENTS

PROJECT NO. 1393-3
ANNUAL OVERLAY PROGRAM

&

PROJECT NO. 1411-3
ANNUAL CONCRETE REPLACEMENT PROGRAM



To be Submitted
AFTER
Award of Contract

CONTRACT
PROJECT NOS. 1393-3 & 1411-3

AGREEMENT

THIS AGREEMENT is made and entered into by and between Owner, consisting of one or both of the following described public entities:

- The City of Carson, California
 ■ Successor Agency

and _____, hereinafter called Contractor.

The Owner and the Contractor mutually agree as follows:

ARTICLE I.
THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for Owner's Project Nos. 1393-3 & 1411-3, which is described as follows:

Title: **ANNUAL OVERLAY PROGRAM &
ANNUAL CONCRETE REPLACEMENT PROGRAM**

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by Owner.

ARTICLE II.
CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.
CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: Bid Documents, including the Invitation for Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance and Fair

Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect/Engineer or (4) a written order for a minor change in the Work issued by the Architect/Engineer. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The above documents, including the General Conditions, are an integral part of the Contract Documents. In addition to signing this Contract, Contractor shall initial this paragraph immediately below acknowledging that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the General Conditions relating to indemnification, insurance, standards of performance, termination, compensation and time of the essence performance. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent. **In the event that Contractor fails to initial below, the Owner shall have the right to declare the Contract unexecuted and to award the Contract to another contractor in accordance with state law.**

Contractor's Initial

ARTICLE IV.

CONTRACTOR'S BASIC OBLIGATION

Project Nos. 1393-3 & 1411-3

Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete construction of **Project 1393-3 ANNUAL OVERLAY PROGRAM and Project 1411-3 ANNUAL CONCRETE REPLACEMENT PROGRAM** selected by the Owner (if any), and all structures and facilities described in the Contract (hereinafter the "Work"), for a total of _____ DOLLARS AND _____ CENTS (\$ _____), as specified in the Contract Bid Forms submitted by the Contractor in response to the above referenced Invitation for Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents.

ARTICLE V.

STANDARD OF PERFORMANCE

Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract.

ARTICLE VI.
PERIOD OF PERFORMANCE

Contractor shall perform and complete all Work under this Contract within **60 working days** beginning ten (10) Calendar Days after the date on which the Letter of Award is sent by the Owner to the Contractor. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications.

Contractor agrees that if such Work is not completed within the aforementioned period and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, including but not limited to the Project Schedule located in the Specifications, it is understood, acknowledged and agreed that the Owner will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Owner as fixed and liquidated damages the sum of Seven Hundred Fifty dollars (**\$750.00**) **PER DAY** as provided by the applicable provisions of the General Conditions of this Contract.

ARTICLE VII.
OWNER'S BASIC OBLIGATION

Owner agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Owner shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

ARTICLE VIII.
CONTRACTOR'S LABOR CERTIFICATION

Contractor maintains that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose is attached hereto as Exhibit "A-1" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

ARTICLE IX.
ATTORNEY'S FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

ARTICLE X.
SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may

not either voluntarily or by action of law assign any obligation assumed by Contractor hereunder without the prior written consent of the Owner.

ARTICLE XI.
NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor

Surety

Attn: _____

Attn: _____

Owner

with Copies To:

City of Carson
701 E. Carson Street Carson,
CA 90745
City Manager

Any notices so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

ARTICLE XII.
EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

Attest:

OWNER

By: _____
DONESIA L. GAUSE- ALDANA., MMC
CITY CLERK

By: _____
ALBERT ROBLES
MAYOR

Dated: _____

SEAL

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____

Title

Signature

Date

CONTRACTOR:

By: _____
Print Name

Title

Signature

Date