

CONTRACT

THIS CONTRACT (hereinafter "Contract") is made as of _____, 2021, by and between the County of Placer, a political subdivision of the State of California (hereinafter "County") and **Glissman Excavating, Inc.**, a California corporation (hereinafter "Contractor").

The parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **Contract Documents:** The complete Contract consists of the following documents:
 - Notice to Contractors
 - Instructions to Bidders
 - Accepted Bid Proposal
 - Contract
 - Performance Bond
 - Payment Bond
 - Specifications
 - General Conditions
 - Supplemental or Special Conditions, if any
 - Drawings and Specifications
 - Addendum
 - Approved Change Orders

Any and all obligations of the County and the Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are hereinafter collectively referred to as the Contract Documents.

2. **The Work:** The Contractor agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, that certain work entitled **PLACER COUNTY EASTERN REGIONAL LANDFILL STORMWATER IMPROVEMENTS PROJECT NO. PJ00826, 900 Cabin Creek Road, Truckee, CA 96161**, as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the work, labor, tools, materials, transportation, equipment, services and other means of construction shall be furnished and the work performed and completed under the sole direction and control of the Contractor, and subject to inspection and approval of the County, or its representatives.

Contract Price: The County agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, for the total sum of: **Three Hundred Ninety-Six Thousand Eight Hundred Fifty-Six Dollars (\$396,856)** subject to additions and deductions as provided in the Contract Documents. The above sum is comprised of the following bid items at the unit prices listed below:

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Subtotal
1	Mobilization/Demobilization	LS	1	\$31,000	\$31,000
2	Clearing, Grubbing, & Demo	LS	1	\$35,840	\$35,840
3	SWPPP & BMPs	LS	1	\$21,021	\$21,021
4	Rock Lined Swales	LS	1	\$64,277	\$64,277
5	Piping and Culvert Crossing	LS	1	\$69,115	\$69,115
6	Forebay	LS	1	\$35,700	\$35,700
7	Treatment Unit	LS	1	\$81,876	\$81,876
8	Transport & Place Topsoil	LS	1	\$12,500	\$12,500
9	Rock Aprons	LS	1	\$45,527	\$45,527
TOTAL BID PRICE				\$396,856	

- 3. Time for Performance--Liquidated Damages:** The Commencement date of the Contract for determination of the time for completion shall be set forth in the Notice to Proceed issued by the County, but shall not be less than ten (10) days after execution of the Contract by the County. The Contractor shall complete all work required by the Contract within **Seventy-Five (75) calendar days** after said commencement date, as adjusted and provided for in the Contract Documents. In the event that the Contractor does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the Contractor. After considering such a breach and all aspects of the Work including, but not limited to, the type of installations, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, will be **One Thousand Dollars (\$1,000) per calendar day**, and the payment of the same, is payment of liquidated damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Contract, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the County may deduct the amount thereof from any money due or to become due said Contractor under this Contract.
- 4. Worker's Compensation Certification:** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California 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 I will comply with such provisions before commencing the performance of this Contract.

5. Indemnification & Insurance Language

A. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The COUNTY and all officers, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including, but not limited to, the Director and the Project Manager, shall not be answerable or accountable in any manner: for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the CONTRACTOR or his workmen or anyone employed by him.

The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workmen and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The CONTRACTOR shall indemnify and save harmless the COUNTY and all officers, employees, outside parties hired to inspect the work and volunteers thereof connected with the work, including, but not limited to, the Director and the Project Manager, from all claims, suits, or actions of every name, kind, and description brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public or damage to property resulting from the performance of the contract except as otherwise provided by statute. The duty of the CONTRACTOR to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the CONTRACTOR, the CONTRACTOR waives any and all rights to any type of express or implied indemnity against the COUNTY, its officers or employees.

It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the COUNTY, its officers, employees and agents, from any and all claims, suits, or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, the subcontractor or employee of any of these, other than the active negligence of the COUNTY, its officers and employees.

B. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

C. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

D. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Premises and operations;
 - b. Products and completed operations;
 - c. Contractual liability insuring the obligations assumed by PROVIDER in this Agreement;
 - d. Broad form property damage (including completed operations);
 - e. Explosion, collapse, and underground hazards; Personal injury liability; and

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

2. One of the following forms is required:
 - a. Comprehensive General Liability;
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
3. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - Two Million Dollars (2,000,000) each occurrence
 - Four Million Dollars (4,000,000) aggregate
4. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
 - a. The limits of liability shall not be less than:
 - Two Million Dollars (2,000,000) each occurrence (combined single limit for bodily injury and property damage)

- Two Million Dollars (2,000,000) for Personal Injury Liability
- Two Million Dollars (2,000,000) for Products-Completed Operations
- Four Million Dollars (4,000,000) General Aggregate

b. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Four Million Dollars (4,000,000).

5. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

a. The limits of liability shall not be less than:

- Two Million Dollars (2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- Two Million Dollars (2,000,000) for Personal Injury Liability
- Two Million Dollars (2,000,000) aggregate for Products Completed Operations
- Four Million Dollars (4,000,000) General Aggregate

b. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

E. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

F. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

G. POLLUTION LIABILITY:

Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of two million dollars (\$2,000,000) covering liability arising from the sudden and accidental release of pollution on the Facility Site.

H. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

- 6. Prevailing Wages:** Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. Contractor agrees specifically to comply with the provisions of Labor Code section 1777.5 pertaining to the employment of apprentices. Contractor agrees to comply with the provisions of Labor Code Section 1811-1813 relating to the payment of Overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.
- 7. Severability:** Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or

regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

8. Complete Agreement: This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

9. Interpretation:

a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of the Contract.

(b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

10. Counterparts; Electronic Signature:

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

The remainder of this page has intentionally been left blank.

"IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, as of the day and year first herein written.

CONTRACTOR: Glissman Excavating, Inc., a California corporation

(*See signature requirements below)

Name, Title

Name, Title

Date: _____

Date: _____

ADDRESS: 8219 Duffers Drive
Penryn, CA 95663

TELEPHONE: (916) 204-9122

APPROVED: STATE OF CALIFORNIA
COUNTY OF PLACER

CHAIR, BOARD OF SUPERVISORS

DATE OF BOARD APPROVAL

APPROVED AS TO FORM BY:

APPROVED AS TO FUNDS BY:

COUNTY COUNSEL

COUNTY AUDITOR

*If Contractor is a corporation, this Contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this Contract. If Contractor is another type of business entity, such as a partnership or limited liability company, this Contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this Contract.