

AGREEMENT

LOS OSOS COMMUNITY SERVICES DISTRICT

WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA

This Agreement, made and entered into this _____ day of 20____, at _____, California, by and between the LOS OSOS COMMUNITY SERVICES DISTRICT referred to as the "OWNER", and _____ hereinafter referred to as the "Contractor."

WHEREAS, the Contractor, as will appear by reference to the records of the Proceedings of the OWNER, was duly awarded the Contract for the Work hereinafter mentioned.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

ARTICLE 1 - Witness to, that for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by said OWNER, and under the conditions expressed in the two bonds, bearing even date with these present, and hereunto annexed, said Contractor agrees with said OWNER, at its own cost and expense, to do all the work and furnish all materials, except such as are mentioned in the Contract Documents to be furnished by the OWNER, necessary to construct and complete in good, workmanlike and substantial manner for the below described work in accordance with the Contract Documents as listed herein and are by such reference made a part hereof.

The work generally consists of the work described in Request for Proposal for Workshop/Storage Building at 1428 8th Street, Los Osos, CA, and associated addenda, herein incorporated as part of this Agreement.

ARTICLE 2 - The said OWNER 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 price 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, and administrators.

ARTICLE 3 - The said Contractor agrees to receive and accept the price stated in the preceding Bid Sheet 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 the said OWNER and 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 requirements of the Contract Documents therefore, and the requirements of the Engineer under their terms, to wit.

Wage Rates: As required under Sections 1770 et seq of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). The Contractor shall post a copy of such determination at each job site. Refer to the Instructions to Bidders, Article 11, for further California Labor Code requirements for Contractor registration with DIR in accordance with California Labor Code Section 1725.5.

The Contractor shall, once each month, accurately measure and submit in writing, the total amount of the work completed for each line item of the Bid Schedule at the time of such estimate. The OWNER will retain 5 percent of such estimated value of all work done as part security for the fulfillment of this Contract by the Contractor and shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained, under the provisions of this Contract. No such estimate or payment will be required to be made when, in the judgment of the Engineer, the Work is not proceeding in accordance with the provisions of this Contract, or when in the Engineer's judgment the total value of the work done since the last estimate amounts to less than \$1000. No partial payment shall be made for materials on hand but not installed.

ARTICLE 4 - This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract exist between the parties. This contract can be modified only by an agreement in writing signed by both parties. It is also expressly agreed by and between the parties hereto that the Contract Documents shall consist of:

- Request for Proposal for Workshop/Storage Building at 1428 8th Street, Los Osos, CA, and associated addenda
- Bid Forms including the Bid, Bid Schedule
- Performance Bond
- Payment Bond
- Insurance Requirements, included as Exhibit A to this Agreement
- Written Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto

ARTICLE 5 - Contractor agrees to commence work pursuant to this Contract on the date specified in the Notice to Proceed to be issued by the District, and to diligently prosecute the same to completion within the time stipulated in the Request for Proposal for Workshop/Storage Building at 1428 8th Street, Los Osos, CA, and associated addenda.

ARTICLE 6 - To the extent the Scope of Services require CONTRACTOR to provide "design professional services" as that phrase is used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) CONTRACTOR shall indemnify, defend and hold harmless the OWNER and its elected officials, officers, employees, volunteers and agents ("OWNER Indemnitees"), from and against all claims, damages, injuries, losses and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of CONTRACTOR, except to the extent caused by the sole negligence, active negligence or willful misconduct of the OWNER. Negligence, recklessness or willful misconduct of any subcontractor employed by CONTRACTOR shall be conclusively deemed to be the negligence, recklessness or willful misconduct of CONTRACTOR unless adequately corrected by CONTRACTOR.

This is a design build contract, therefore to the extent the scope of services require construction services the contractor shall indemnify, defend, and hold harmless the OWNER, and its elected and appointed officials, employees and agents or volunteers, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's subcontractors, employees, representative, agents and invitees including, but not limited to, performance of the work hereunder of failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of OWNER or the established sole negligence or willful misconduct of OWNER, its elected and appointed officials, employees and agents or volunteers. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

ARTICLE 7 - If either party becomes involved in arbitration or litigation arising out of this contract or the performance of it, the court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

ARTICLE 8 - No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies 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.

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 of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and Contractor have caused this Agreement to be executed the day and year first above written.

LOS OSOS COMMUNITY SERVICES
DISTRICT

CONTRACTOR _____

BOARD PRESIDENT _____

By _____

By _____
[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

Approved as to Form:

(Signature)

Agent for service of process: _____

(Title)

EXHIBIT A
INSURANCE REQUIREMENTS

General: In all insurance policies required hereunder, the insurance certificate shall evidence a firm commitment by the insurance company to notify the OWNER and Engineer of the expiration of cancellation of any of the insurance policies required hereunder not less than 30 calendar days before such expiration or cancellation is effective.

Insurance Amounts: Policy Limits: Each of said policies of insurance shall provide coverage in the following minimum amounts: for personal injury \$1,000,000 each person, \$2,000,000 aggregate limit; property damage \$1,000,000 on account of any one occurrence, \$2,000,000 aggregate limit; except that insurance required to be maintained by Subcontractors above shall provide coverage in the following minimum amounts; for personal injury \$500,000 each person, \$1,000,000 aggregate limit; property damages \$500,000 on account of any one occurrence, \$1,000,000 aggregate limit.

Additional Named Insureds: All such insurance shall include as additional named insureds: the OWNER; the Engineer and its Consultants.