SECTION 113 - CONTRACT FORMS

CONTRACT FORM 1 - AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "Owner") and Central Fence Company (Insert Contractor's name) (hereinafter referred to as "Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for Felter Road Metal Beam Guardrail and Traffic Control Devices Improvements (Insert project title) in accordance with the Contract Documents.

Contract # 12-08

ARTICLE 2 - CONTRACT PRICE

As full compensation for furnishing all materials and performing all the Work contemplated and encompassed by this Agreement; for all loss and/or damage, arising out of the Work aforesaid, or from actions 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 Owner; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension of discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor on the Bid Form as follows:

$273,991.00 (Insert award sum)

less any unearned Supplemental Work allowance.

ARTICLE 3 - CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any Work called for in one part and not mentioned in the other; or vice versa, is to be executed the same as if mentioned in all Contract Documents. The Contract Documents are incorporated herein by reference as though set forth in full.

Formation of a Contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of the required Contract Bonds, Contractor’s certification regarding Worker’s Compensation, and insurance coverages and documents; (3) execution of this Agreement by Owner. No Contract is formed until these three elements have been accomplished to the satisfaction of the Owner.

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ARTICLE 4 - BEGINNING OF WORK

Following acceptance of Contract Bonds, Contractor’s certification regarding Worker’s Compensation (Contract Form 6 - Contractor’s Certification Regarding Worker’s Compensation), Insurance coverages and documents, and execution of this Agreement by both parties, Owner’s Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time.

ARTICLE 5 - TIME OF COMPLETION

The first day charged shall be the 20th day following the date of the Notice of Award, and all work shall be fully completed within the time limit set forth in the Notice to Bidders.

ARTICLE 6 - PREVAILING WAGES

The statement of prevailing wages appearing in the State Labor Surcharge and Equipment Rental Rates, State General Prevailing Wage Rates and Federal Minimum Wage are hereby specifically referred to and by this reference is made a part of this Contract. A copy of the State General Prevailing Wage Rates dated February 22, 2012 is on file with the Clerk of the Board of Supervisors. The Contractor must comply with the Federal Minimum Wage Rates if the Federal Minimum Wage Rates exceed the California Prevailing Wage Rates. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

ARTICLE 7 - WORKER’S COMPENSATION

By my signature hereunder and on Contract Form 6 – Contractor’s Certification of Worker’s Compensation, as Contractor, I certify that I am aware of the provisions of Section §3700 of the 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 8 - CONTRACTOR’S LICENSE

Contractors are required by law to be licensed and regulated by the Contractors’ State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractors’ State License Board (Tel. 800 321-CSLB) whose address is:

Contractors’ State License Board
9821 Business Park Drive
Sacramento, CA 95827
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 22nd day of May, 2012.

ATTEST:

Lynn Regadanz
Interim Clerk of the Board

COUNTY OF SANTA CLARA

President of the Board of Supervisors
GEORGE M. SHIRAKAWA

CONTRACTOR

(Signature)
By: John Da Ponte
(Printed Name)
Title: Owner
Address: 148 Otto Circle
Sacramento, CA 95822
Contractor's License No.: 281556
License Class: C-13
License Expiration Date: 12/31/12

(If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.)
CONTRACT FORM 6 - CONTRACTOR'S CERTIFICATION OF WORKER'S COMPENSATION

Contract with the County of Santa Clara for the construction of:

PROJECT TITLE: Felter Road Metal Beam Guardrail and Traffic Control Device Improvements

PROJECT NO.: 12-08

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that 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, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: ____________________

By: ____________________

(Contractor)

Owner

(Official Title)

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work. Contractor must return this signed certification along with Contract Form 1 – Contract Agreement.)