

**SOLANO COUNTY STANDARD CONTRACT
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement is made as of September 11, 2018 between the COUNTY OF SOLANO, a political subdivision of the State of California, (referred to as 'Owner') and the Contractor: SWANK CONSTRUCTION, INC. for the following project:

The Project: **SOLANO COUNTY NUT TREE AIRPORT T-HANGAR PROJECT**

The Owner and the Contractor agree as set forth below.

**ARTICLE 1
THE CONTRACT DOCUMENTS**

The Contract documents consist of this Agreement, the Notice to Bidders, Divisions I-V, and Contractor's Bid Submittal which documents are incorporated into and made a part of this Agreement

**ARTICLE 2
THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for the Project

**ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The Work to be performed under this Contract shall commence no later than ten (10) calendar days after the Notice to Proceed is issued to the Contractor, and shall be carried out and completed according to the schedule set forth in the project specifications.

The Contractor agrees that the Work will be completed in **120 Working Days** from the Notice to Proceed with construction. The Contractor agrees that the County will suffer economic damages, which may be difficult to quantify, in the event that the Work is not completed within this time period and; therefore, Contractor agrees to pay the County liquidated damages in the amount of **\$2,625** for each and every calendar day of delay beyond the days provided above.

**ARTICLE 4
CONTRACT SUM**

The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, a total Contract Sum \$2,458,306.



ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Project Manager by the Contractor and Project Certificates for Payment issued by the Project Manager, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as follows:

Progress Payments: The Contractor shall on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the Project Manager for checking and approval. On or about the 20th day of the month following the month in which the work was performed, the County shall pay to the Contractor ninety-five (95%) percent of the value of said work in place, as checked and approved by the Project Manager. The balance of five (5%) percent of the estimate shall be retained by the County until the time of final acceptance of said work.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed, the Project Manager has issued a Project Certificate for Payment which approves the final payment due the Contractor, Board of Supervisors of Solano County has formally accepted the project as complete by Resolution and Notice of Completion filed by the County Recorder's Office.

ARTICLE 7

INSURANCE, BONDS, AND INDEMNIFICATION

7.1 Insurance.

- a. Contractor shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the County, nor shall Contractor allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Contractor shall furnish the County with a copy of each required certificate of insurance, as provided below. Contractor shall have the following insurance coverage:
- b. Workers' Compensation Insurance and Employer's Liability Insurance.

Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees employed on the project as described herein. Said insurance shall comply with the following:

- i. Workers' Compensation Insurance in compliance with the laws of the State of California and any applicable federal statutes.
- ii. Employers liability insurance of not less than one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each employee.

In signing the Contract, Contractor shall make the following certification, required by Section 1861 of the Labor Law: "I am aware of the provisions of Section 3700 of the 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 the work of this contract."

- c. **Automobile and General Liability.** Contractor shall have throughout the term of this Contract, policies of liability insurance covering automobile and general liability as follows:
 - i. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) per accident. Umbrella and/or excess liability limits of not less than two million (\$2,000,000) per accident.
 - ii. Commercial general liability and/or umbrella excess liability insurance providing coverage on an occurrence basis and with limits of not less than five million (\$5,000,000) each occurrence and annual aggregate for bodily injury and property damage liability combined
- d. **Subcontractor Insurance.** Contractor shall cause all subcontractors engaged to perform work required of Contractor pursuant to this Contract to have Workers' Compensation, Commercial General Liability/Umbrella and/or Excess Liability, and Automobile Insurance in a form and amount deemed appropriate by the Contractor for work performed under this Contract.

7.2 Indemnification.

- a. The Contractor will indemnify and defend the County of Solano and its respective officers, elective and appointive Board, employees and consultants against all loss, expense (including, but not limited to, attorneys' fees and court costs), damage, injury, liability, causes of action or claims of any kind or character (collectively "claims" and individually a "claim"), in any way arising out of this Agreement or the Work, including but not limited to the acts or omissions of the Contractor, its partners, officers, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Contractor"), excepting the sole negligence or willful misconduct of the County. :

7.3 Performance Bond and Payment Bonds.

- 7.3.1 The Contractor shall furnish to the County of Solano, prior to the awarding of any contract, a surety bond in favor of the County of Solano in the amount of not less than one hundred (100%) of the Contract Amount, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Bid Agreement. Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of one year following completion of the project unless otherwise required in the Contract Documents. The Bond shall be issued by a California admitted surety with a rating classification of "A XIII" or better according to Best's Rating Service.
- 7.3.2 The County of Solano acknowledges that any faithful performance and payments bonds provided by the Contractor shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by the Contractor or its consultants. The County of Solano waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to



a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 **Notices.** Notices shall be addressed as follow:

OWNER:

Solano County - Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville CA 95688

CONTRACTOR:

Swank Construction Inc.
222 Bella Vista Road
Vacaville, CA 95688

8.2 **Prevailing Wages.** The Contractor agrees that State Prevailing Wages apply to this Project, and that the Contractor will pay the rates for each trade or craft and shall require the subcontractors on the project to pay the rates for each trade and craft. The Payroll Submittal Information attached as Section 00 45 46/ Payroll Information is incorporated as if set forth in full and is a part of this Contract. The Contractor agrees to repay the County any and all amounts paid to any subcontractor in violation of Public Contract Code Section 6109.

8.3 **Execution of Contract in Counterparts.** This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature

ARTICLE 9

EXECUTION OF AGREEMENT

The parties have executed this Agreement as of the day and year first above written.

COUNTY:

By: Birgitta E. Corsello
Birgitta E. Corsello, County Administrator

CONTRACTOR:

By: GERALD E. SWANK
(Print Name)

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: Bernadette Curry, Deputy