

CONTRACTOR AGREEMENT

Truckee Sanitary District
12304 Joerger Drive
Truckee, CA 96161
Telephone: (530) 587-3804 - Fax: (530) 587-1430



Some of the important terms of this Agreement are printed on Page 2 through 4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 4 are incorporated in this document and shall constitute a part of the Agreement between the parties when signed. The undersigned Contractor offers to perform work (the "Project") entitled:

TSD ADMINISTRATION BUILDING LANDSCAPING PROJECT 2021

Contractor: _____ Date: _____
Address: _____ Purchase Order No. _____
Phone: _____
Email: _____

Contract price \$: See Exhibit C –Bid Schedule

Start Date: No later than May 15, 2021 unless authorized by District due to weather

Completion Date: Construction complete 8 weeks from Start Date
Ongoing Maintenance Through 1 Year Warranty Period

This contract price includes all taxes, fees, costs, and expenses associated with the Project.

***Instructions:** Sign, initial and return original along with a copy of the Certificate of Liability. Upon acceptance by TSD, a copy will be signed by its authorized representative, as defined in this Agreement, and promptly returned to you. Insert below, the names of your authorized representative(s).*

Accepted:

Truckee Sanitary District

Contractor: _____
(Business Name and License No.)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Other authorized representative(s): _____

Other authorized representative(s): _____

Contractor and the Truckee Sanitary District (TSD) agree that:

- a) Scope of Services. The District retains Contractor to provide, furnish, and install all necessary personnel, materials and services to fully and completely perform the Project described more completely in the Scope of Services (attached hereto as **Exhibit A** and hereby made part of this Agreement). Contractor shall perform the Project and shall take reasonable steps to keep the District informed of progress. Contractor agrees to perform the Project upon the terms and conditions and in consideration of the payments stated in this Agreement.
- b) Contractor Not Agent. Contractor is an independent contractor and not an employee of TSD. The relationship between Contractor and TSD is not that of a partnership or joint venture. Neither party shall be construed to be the agent of the other for any purpose, and Contractor shall have no authority, express or implied, to bind TSD to any obligation whatsoever.
- c) Indemnification. To the fullest extent permitted by law, including California Civil Code Sections 2782 and 2782.8, Contractor shall defend, indemnify and hold harmless TSD, its directors, officers, employees and authorized volunteers from all claims, liabilities, damages, costs and demands of all persons arising out of the performance of the Project including, but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property, except in the case of sole negligence, active negligence or willful misconduct by TSD, its directors, officers, employees, or authorized volunteers. The obligation to indemnify the TSD continues after the termination of this Agreement or the completion of the Project.
- d) Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of TSO. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against TSO and its officers, officials, employees, and volunteers for loss arising from work performed under this Contract. A Waiver of Subrogation endorsement in favor of Contractor, Prime Contractor and Owner shall be attached providing coverage at least as broad as an unmodified NCCI WC 00 03 13 endorsement, "Waiver of Our Right to Recover from Others." If Contractor leases employees through an employment management, professional employer organization, or other such company evidence of insurance must be provided through an Alternate Employer/Leased Employee endorsement naming Contractor on the employment company's workers' comp policy.
- e) Insurance. Before beginning work under this Agreement Contractor shall file with TSD certificates of insurance and policy endorsements satisfactory to TSD evidencing:
- i. General liability coverage, of not less than \$1,000,000 per occurrence and two million dollars (\$2,000,000) per occurrence. The policy should include coverage at least as broad as ISO Commercial General Liability coverage form CG 001 12 04 and ISO form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement shall be attached limiting the coverage.
 - ii. Auto liability insurance not less than two million dollars (\$2,000,000) per occurrence combined single limit coverage risks associated with the work completed by this Contract; and as broad as ISO Automobile Liability from CA 0001 (or current edition) symbol 1.
 - iii. Workers' compensation of the statutory limits, or greater. Contractor shall procure the types and amounts of insurance listed above at Contractor's own cost and expense.

If Contractor begins work without any of the required insurance policies, or if the policies lapse at any point before completion of the Project, TSD has the right to purchase such insurance policies directly and deduct the cost of the policies from any payment owed to Contractor.

All endorsements shall specify that any insurance, self-insurance or other coverage maintained by TSD, its directors, officers, employees, or authorized volunteers is excess insurance and shall not contribute to Contractor's insurance. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-: VII, or equivalent, unless otherwise approved in writing by TSD. All policy endorsements shall require thirty (30) days prior written notice of cancellation to TSD, or ten (10) days prior written notice for non-payment of the premium. If Contractor employs any subcontractors as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above before subcontractor commences work. Contractor assumes responsibility for any subcontractor who does not have the required insurance.

f) Authorized Representative. The General Manager is the authorized representative of TSD and may designate other individuals to act on his or her behalf. Contractor shall only accept direction or orders from the General Manager or an individual listed in this agreement as an authorized representative

g) Payment. Invoices shall be submitted to TSD monthly for work performed. Payments will be made within thirty (30) days of invoice receipt. Final payment will be due thirty (30) days after written acceptance of the completed Project by Authorized Representative of TSD. Pre-payment for plant orders may be acceptable on a case-by-case basis.

h) Liquidated Damages. In the event that the Project is not completed by the Completion Date specified above, or within any time extensions granted, the Contractor shall pay to the District an amount of two hundred dollars (\$200.00) per day for each and every working days delay in completing the Project in excess of the agreed upon Completion Date. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement was made. The District shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

i) Compliance with Law. Contractor shall obtain, at its own expense, any permits required by law. Contractor shall comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Cal/OSHA requirements. Contractor shall also pay prevailing wage rates as determined by the California Department of Industrial Relations.

j) Modification of Project. TSD will not pay for or accept any change in the scope of the Project, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the Project, unless TSD has approved such changes in advance in writing, by executing a written amendment to this Agreement.. Contractor's authorized representative(s) has (have) the authority to execute such written amendment for Contractor.

k) No Third Party Beneficiaries. There are no third party beneficiaries to this agreement. This agreement is for the sole benefit of the two parties.

l) Venue and Interpretation. This Agreement shall be construed in accordance with the laws and judicial decisions of the State of California and the venue for any legal or equitable action shall be in the County of Nevada.

m) Prior writings and/or exhibits. This Agreement incorporates any and all prior writings and statements and any such prior writings or statements, if not incorporated herein, shall be null and void. To the extent any exhibits hereto are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

n) COVID-19. The Contractor shall comply will all current TSD, local, State, and Federal guidelines regarding COVID-19 throughout the duration of the Project.