

**Section 00500**

**AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2011 by and between Valley Sanitation District (hereinafter called Owner) and \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

Contractor shall complete the Work as specified or indicated in the Contract Documents. The work includes Wastewater Treatment Plant, Primary Sedimentation and Sludge Digestion Facilities, and New Laboratory and Operations Buildings and Administration Building Renovations. The existing plant is to remain fully operational during construction and in full compliance with the regulatory requirements placed on the Owner by the Colorado River Basin, Regional Water Quality Control Board and other regulatory agencies.

**ARTICLE 2. CONTRACT TIMES**

The Work shall be completed to the point of substantial completion as defined in the General Conditions within 600 calendar days from the commencement date stated in the Notice to Proceed.

**ARTICLE 3. LIQUIDATED DAMAGES**

Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner \$2,500 for each calendar day that expires after the time specified in Article 2 herein.

**ARTICLE 4. CONTRACT PRICE**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule.

**ARTICLE 5. PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

## ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids.
- Instructions to Bidders.
- Bid Forms including the Bid, Bid Schedule, Information Required of Bidder, Bid Bond, and all required certificates and affidavits.
- Performance Bond.
- Payment Bond.
- General Conditions.
- Supplementary General Conditions.
- Technical Specifications consisting of 16 Divisions and, as listed in the Table of Contents.
- Drawings as listed in the List of Drawings.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

## ARTICLE 7. ASSIGNMENT

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.

*[signatures continued on next page]*

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

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Approved as to Form:

Agent for service of process: \_\_\_\_\_

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Title)

**AGREEMENT CERTIFICATE  
(if Corporation)**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF                            )        SS:

I HEREBY CERTIFY that a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_ a corporation  
existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2011, the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as  
\_\_\_\_\_ President  
of the Corporation, be and is hereby authorized to execute the Agreement dated \_\_\_\_\_, 2011, by  
and between this Corporation and Valley Sanitary District and that his/her execution thereof,  
attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the  
official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
corporation this \_\_\_\_\_, day of \_\_\_\_\_, 2011.

Secretary

(SEAL)

**AGREEMENT CERTIFICATE  
(if Partnership)**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF                            )        SS:

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_ a partnership  
existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2011, the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as the  
General Partner of the Partnership, be and is hereby authorized to execute the Agreement dated  
\_\_\_\_\_, 2011, by and between this Partnership and Valley Sanitary District and that his/her  
execution thereof, attested by the \_\_\_\_\_ shall be the official act and  
deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 2011.

Partner

(SEAL)

**AGREEMENT CERTIFICATE  
(if Joint Venture)**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF                            )        SS:

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_ a joint venture  
existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2011, the  
following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as the  
Joint Venture, be and is hereby authorized to execute the Agreement dated \_\_\_\_\_, 2011, by and  
between this Joint Venture and Valley Sanitary District and that his/her execution thereof,  
attested by the \_\_\_\_\_ shall be the official act and deed of this Joint  
Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 2011.

Managing Partner

(SEAL)

END OF AGREEMENT