



The following is an agreement entered into as of April 13, 2021 by and between the SANTA CLARA VALLEY WATER DISTRICT, State of California, hereinafter referred to as "District" and Flatiron West, Inc., hereinafter referred to as "Contractor."

For the considerations hereinafter specified, Contractor and District agree as follows:

ARTICLE I: Work to Be Done and Documents Forming the Contract

Contractor agrees to do all the work and furnish all materials necessary to construct and complete, in accordance with the Specifications the following work:

UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT PHASE 2A

Project No. 26174052, Contract No. C0665

Said work shall be performed to the satisfaction of the Engineer all in accordance with the Drawings, Specifications, Notice to Bidders, and the Proposal of the Contractor, all of which documents are hereby specially referred to and by such reference made a part of this Contract.

ARTICLE II: Contract Price

District hereby agrees and promises to pay to Contractor the sum of Forty-Three Million Nine Hundred Eighty-Nine Thousand Six Hundred Dollars and zero cents (\$43,989,600.00).

For the performance of said work; provided, however, that the above mentioned sum is one determined by the Proposal of Contractor as based upon the estimated amount of work to be done, and should there be any variance between the estimated amount of work to be done and the actual amount of work performed, then the final payment price shall be computed on the basis of the unit prices contained in the Proposal of Contractor.

ARTICLE III: Completion of Contract

It is hereby agreed that the work called for under this Contract, in all its parts and requirements, shall be completed before the expiration of 1,050 calendar days from the First Chargeable Day of the Contract as stated on the Notice to Begin Work unless the time for completion is extended, as allowed by the Specifications.

ARTICLE IV: Bonds Required

This Contract shall have no force or effect whatsoever unless and until Contractor delivers to District a Payment Bond in the sum of Forty-Three Million Nine Hundred Eighty-Nine Thousand Six Hundred Dollars and zero cents (\$43,989,600.00).

Nor shall such Contract be effective until Contractor also gives a good and sufficient bond in the sum of Forty-Three Million Nine Hundred Eighty-Nine Thousand Six Hundred Dollars and zero cents (\$43,989,600.00) for the faithful performance of the work to be done under the terms of this Contract.



ARTICLE V: Certification by Contractor

Contractor hereby certifies as follows:

"I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires 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."

ARTICLE VI: Gift Policy Observance

Contractor hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from vendors or contractors. Contractor shall honor this policy by not sending or bringing gifts to the District.

IN WITNESS WHEREOF, Contractor and District have caused this Agreement to be subscribed as of the day and year first hereinabove written.

Date Contractor signature affixed:

April 1st, 2021

84-1173347
Federal I.D.

FLATIRON WEST, INC.

By  Richard Grabinski

Title Executive Vice President & Deputy COO
"Contractor"

SANTA CLARA VALLEY WATER DISTRICT

Date District signature affixed:

April 13, 2021

By 
Chair/Board of Directors