

SEELEY COUNTY WATER - PHASE II PROCUREMENT AND INSTALLATION OF FITNESS EQUIPMENT AND AMENITIES FOR JOHN ROBERT BATES MEMORIAL PARK

A -- AGREEMENT

This AGREEMENT, is made and entered into this ____ day of _____, _____, by and between Seeley County Water District, sometimes hereinafter called "SCWD," and _____, doing business as a corporation, sometimes hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the construction of the SEELEY COUNTY WATER DISTRICT OUTDOOR FITNESS EQUIPMENT AND AMENITIES PROJECT
2. The Contractor shall provide all labor, furnish all the materials, equipment, tools, utility services, and transportation to complete all of the work required necessary for the completion of the project described herein.
3. The Contractor shall commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice of Award and will complete the same within seventy-five (75) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$ _____.
5. **COMPONENT PARTS OF THE CONTRACT.** The term "Contract Documents" means and includes the following:

- a. NOTICE OF INVITATION TO BIDDERS RFP 2023-01 (1)
- b. INSTRUCTION TO BIDDERS
- c. Attachment A- Agreements
- d. Attachment B- Drawing of Bates Park
- e. Attachment 1- Construction Plans C1.0
- f. Attachment 2- Construction Notes C1.1
- g. Attachment 3- Accessible Path of Travel C1.2
- h. Attachment 4- Improvement Plan C1.3
- i. Attachment 5- Improvement Plan C1.4
- j. Attachment 6- Traffic and Erosion Control Plan C1.5
- k. Attachment 7- Shade Structure Proposal & Specifications
- l. Attachment 8- Insurance Requirements
- m. Attachment 9- Worker's Compensation Insurance
- n. Attachment 10- Non-Collusion Affidavit
- o. Attachment 11- Non-Segregated Facilities
- p. Attachment 12- Bid Tabulation Form
- q. Attachment 13- Owner's Attorney
- r. Attachment 14- Public Works Contractor Certification
- s. Attachment 15- Bid Bonds
- t. Attachment 16- Designation of Subcontractors and Bidder Information
- u. Attachment 17- C&D Waste Management Plan submitted to the County
- v. Attachment 18- Permits submitted to the County
- w. Attachment 19- Worker's Compensation Insurance Example

B – AGREEMENT

- 6. The Owner will pay to the Contractor such amounts as required by the Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their daily authorized officials, this agreement which shall be deemed an original on the date first above written.

OWNER: [SEAL]

SEELEY COUNTY WATER DISTRICT
PO BOX 161
SEELEY, CA 92273

By: _____
Miriam Rosales

Title Administrative General Manager
Seeley County Water District

ATTEST:

By: _____
Miriam Rosales

Title: Secretary of the Board of Directors
Seeley County Water District

CONTRACTOR:

By: _____

Name:

Address:

Employer Identification Number: _____

Telephone Number: _____

License Number: _____

1. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the DISTRICT's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

WAGE REQUIREMENTS

Notice is hereby given that, pursuant to 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the Contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Owner, to which reference is hereby made for further particulars. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site. Project specific wage rates follow this specification section.

This Public Works project is a multi-agency funded project and requires compliance with both California's Department of Industrial Relations requirements and the California Labor Codes for a Public Works project. This includes the current wage decisions. The California lock in date for the wage decisions is the date of the bid advertising thus requiring compliance with California, Imperial County 2021-02 and various pre-determined increases.

Statutory Penalty for Failure to Pay Minimum Wage

A. In accordance with 1775 of the California Labor Code, the Contractor shall as a penalty to the State of political subdivision on whose behalf a Contract is made or awarded, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any Subcontractor under the Contractor.

Statutory Penalty for Unauthorized Overtime Work

A. In accordance with 1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of 1810-1815 of the California Labor Code.

Apprenticeship Requirements

A. CONTRACTOR agrees to comply with 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeship occupations. Under these sections of the law, Contractors and Subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice hour for each five (5) journeymen hours (unless an exemption is granted in accordance with 1777.5) and Contractors and Subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in 3077 of the Labor Code. Only apprentices, as defined in 3077, which provides that an apprentice must be at least sixteen (16) years of age, who are in training under apprenticeship standards and who have

signed written apprentice agreements will be employed on public works in apprenticeship occupations.

Payroll Records

A. Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and Wage Requirements actual per diem wages paid to each journeyman, apprentice, or worker employed by the Contractor. Such record shall be made available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from the OWNER or the Division of Labor Standards Enforcement, the Contractor shall, within ten (10) days, file with the Owner a certified copy of the payroll records. The Contractor shall cause an identical clause to be included in every subcontract for the Work.

END OF WAGE REQUIREMENTS

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