

SEELEY COUNTY WATER – RFP NO. 2026-01 PHASE III FOR JOHN ROBERT BATES MEMORIAL PARK

Project B IDICAPCD -- AGREEMENT

This AGREEMENT is made and entered into this _____, by and between the SEELEY COUNTY WATER DISTRICT, a public agency organized under the laws of the State of California, hereinafter referred to as “OWNER” or “SCWD,” and _____, a licensed contractor, hereinafter referred to as “CONTRACTOR.”

For and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, and incidentals necessary to complete the SEELEY COUNTY WATER DISTRICT URBAN GREENING LANDSCAPING AND COMPLETE IRRIGATION SYSTEM PROJECT AT JOHN ROBERT BATES MEMORIAL PARK (hereinafter referred to as the “Project”), in strict accordance with the Contract Documents.

2. CONTRACT AMOUNT

The Owner agrees to pay the Contractor, and the Contractor agrees to accept as full compensation for the complete performance of this Agreement, the total sum of:

_____ (\$) subject to additions and deductions as provided in the Contract Documents (see Section 6 – Change Orders).

3. TIME OF COMMENCEMENT AND COMPLETION

The Contractor shall commence work within ten (10) calendar days after issuance of the Notice of Award and shall complete all work within forty (40) calendar days thereafter, unless an extension is granted in accordance with the Contract Documents.

4. CONTRACT DOCUMENTS

The Contract Documents consist of and include the following, all of which are incorporated herein by reference:

- a. Notice of Invitation to Bidders, RFP No. 2026-01 and Instructions to Bidders
- b. Onsite Improvement Plans for Bates Memorial Park, including:

Sheet No.	Title
C1.0	Cover Sheet
C1.1	General Notes
C1.2	Demolition Plan
C1.3	Traffic and Erosion Control Plan
L1.0	Landscape Cover Sheet
L1.1	Landscape Plan
L1.2	Landscape Plan

Sheet No.	Title
L1.3	Conceptual Landscape Plan Project (<i>IDICAPCD</i>)
L2.0	Irrigation Cover Sheet
L2.1	Irrigation Plan
L2.2	Irrigation Plan
L2.3	Irrigation Details
L3.0	Community Garden Improvement Plan
L3.1	Community Garden Hardscape Details
L3.2	Accessible Path of Travel Plan

- c. Worker's Compensation Insurance Certificate
- d. Non-Collusion Affidavit
- e. Tabulation of Supplies Form
- f. Owner's Attorney Certification
- g. Public Works Contractor Registration Certification
- h. Performance Bond
- i. Payment Bond
- j. Designation of Subcontractors
- k. C&D Waste Management Plan
- l. Required Permits
- m. Imperial County Right-of-Way Requirements (Liability for Damages Form, Certificate of Insurance, Business License)

These documents collectively form the Contract Documents.

5. PAYMENT TERMS

The Owner shall pay the Contractor the Contract Amount specified in **Section 2**, subject to adjustments as provided in the Contract Documents.

Payment shall be made in accordance with the following:

- a. Contractor shall submit itemized invoices to SCWD for work completed.
- b. All invoices shall describe the work performed and are subject to review and approval by SCWD.
- c. Payment is contingent upon grant reimbursement. SCWD shall remit payment to the Contractor after receiving grant funds and completing internal payment processing.
- d. The Contractor acknowledges that payment is subject to grant timelines and agrees to provide all documentation required for reimbursement.
- e. The Contractor acknowledges and agrees that payment is subject to grant reimbursement timelines and agrees to comply with all invoicing and documentation requirements necessary to facilitate reimbursement.
- f. The Owner shall make reasonable efforts to process payments promptly upon receipt of grant reimbursement.

6. CHANGE ORDERS

SCWD may order changes in the work, including additions, deletions, or modifications. Such changes shall be authorized **only by written Change Order signed by SCWD and the Contractor prior to performing the changed work**. Adjustments to the Contract Amount or

Contract Time shall be made in the Change Order. Any work performed without written authorization shall be at the Contractor's sole risk and expense.

7. PREVAILING WAGES

The Contractor shall comply with all applicable provisions of the California Labor Code, including but not limited to Sections 1770 through 1815, relating to prevailing wages, payroll records, apprenticeships, and compliance monitoring.

The Contractor shall pay not less than the general prevailing rates of per diem wages and overtime and holiday wages determined by the Director of the California Department of Industrial Relations.

Certified payroll records shall be maintained and made available upon request.

8. PERFORMANCE AND PAYMENT BONDS

Prior to commencement of work, Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Contract Amount, issued by a Surety authorized to do business in California.

9. INSURANCE

The Contractor shall maintain all insurance required by California law for public works projects, including Workers' Compensation, Commercial General Liability, and Automobile Liability coverage.

For work performed under this Agreement and within Imperial County Right-of-Way, the Contractor shall name Seeley County Water District and the County of Imperial as Additional Insured on Commercial General Liability and Automobile Liability policies, in accordance with County requirements.

Certificates of Insurance and endorsements naming SCWD and Imperial County as Additional Insured shall be provided to SCWD prior to commencing work.

10. IMPERIAL COUNTY RIGHT-OF-WAY REQUIREMENTS

Where work is performed in Imperial County Right-of-Way, the Contractor shall:

- a. Submit the Imperial County **Liability for Damages Form** signed.
- b. Provide a **Certificate of Liability Insurance** naming SCWD and Imperial County as Additional Insured.
- c. Provide a valid **Imperial County Business License**.
- d. Comply with all applicable County permits and conditions.

Failure to comply may result in suspension of work.

11. INDEPENDENT CONTRACTOR

The Contractor is and shall act as an independent contractor and not as an officer, employee, or agent of the Owner.

12. ASSIGNMENT

The Contractor shall not assign or transfer this Agreement without prior written consent of the Owner.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14. ENTIRE AGREEMENT

This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties.

End of Agreement

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

OWNER

SEELEY COUNTY WATER DISTRICT

By: _____
Miriam Rosales

Title: Administrative General Manager

ATTEST:

By: _____
Miriam Rosales

Title: Secretary of the Board of Directors

Address:
PO Box 161
Seeley, CA 92273

CONTRACTOR: COTA LANDSCAPING

By Signature: _____
(owner, officer or authorized representative to sign on behalf of Contractor)

Name: _____
(printed name of owner, officer or authorized representative to sign on behalf of Contractor)

Address: _____

Employer Identification Number: _____

Telephone Number: _____

License Number: _____

Date: _____

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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