



TOWN OF DISCOVERY BAY CSD

1800 Willow Lake Road, Discovery Bay, CA 94505-9376
Telephone: (925) 634-1131 Fax: (925) 513-2705

CONTRACT FOR

DISCOVERY BAY BLVD./SANDPOINT ROAD LANDSCAPE IMPROVEMENTS

This CONTRACT is made and entered into this ____ day of _____, 2010, by and between the Town of Discovery Bay Community Services District (hereinafter "Owner") whose address is 1800 Willow Lake Road Discovery Bay, CA 94505 and _____ (hereinafter "Contractor").

W I T N E S S E T H

That the Owner has awarded to the Contractor, upon his Bid duly submitted in the amount of \$88,000.00, the Contract for doing the work and furnishing the materials and equipment for the work (hereinafter "Work") described in the Contract Documents bound herewith on the terms stated as follows:

1. Contractor Agrees:
 - a. To do all the Work and furnish all the labor, material, equipment and appliances to complete the Work in accordance with the Contract Documents. See attached "Exhibit A"
 - b. To do and perform said Work diligently as directed by the Owner until completion is evidenced by written acceptance by the Owner.
 - c. To start said Work within five (5) working days after receipt of Notice to Proceed and Completion of all work in 70 working days, which are part of "Exhibit A" from date established by the Notice to Proceed. A working day shall be defined in accordance with the provision of Section 8 of the California Standard Specifications.
 - d. To remedy, at his expense, any defects in the Work, which shall appear within a period of twelve (12) months from the date of the final acceptance of the Work.
 - e. To do and perform the Work contemplated hereby and furnish all labor, material, appliances, equipment, tools and pay all taxes therefore, at the bid price specified in the Bid form submitted by the Contractor, a conformed copy of which is attached and made a part of the Contract.
 - f. To maintain during the life of the Contract, Workers' Compensation, Public Liability and Property Damage Insurance as provided in the General Conditions. Certificates of such insurance shall be delivered to the Owner. The Contractor must comply with Labor Code §3700.

5C. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation as provided in Title 13 California Code of Regulations Section 16402 by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.

5D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number as provided in Labor Code Section 1776. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated under paragraph (1.3) including the street address, city and county, and shall within five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

6. It is mutually agreed and understood that the complete Contract shall consist of this Contract, and the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if attached, and which together constitute the Contract Documents:
 - Instructions for Bidders (Attached)
 - "Noncollusion Affidavit" (Attached)
 - Accepted Bid with Attached List of Subcontractors and Attached Bidder's Responsibility Statement (Attached)
 - Faithful Performance Bond and Labor and Materials Bond (if applicable)

- General Conditions (Attached)
- Plans and Specifications, including any amendments (Not Attached)
 - Specification Sections: 011000, 012300, 012500, 013100, 015639, 017700, 017839, 311000, 328600, 329300, & 330100, all dated _____
 - Drawings: L0.01, L0.02, L1.01, L1.02, L2.01, L2.02, and L3.01, all dated _____

7. The provisions of California Labor Code Sections 1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him.
8. If the total bid amount as set forth in the Bid is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price; the Faithful Performance Bond will be retained by the Town of Discovery Bay for twelve months following final acceptance by the Town of Discovery Bay of the improvements constructed to guarantee correction of failures attributable to workmanship and materials.
9. All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.
10. The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.
11. Eight hours labor constitutes a legal day's work.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, on the day and year first above written.

TOWN OF DISCOVERY BAY
 1800 Willow Lake Road
 Discovery Bay, CA 94505

BY: _____

TITLE: _____

CONTRACTOR: _____

BY: _____

TITLE: _____