

CONTRACT



COUNTY OF SAN BENITO STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 7 day of May, ~~2018~~²⁰¹⁹ between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and Graham Contractors, Inc., hereinafter referred to as Contractor;

WHEREAS, the San Benito County Board of Supervisors caused plans and specifications for the work hereinafter mentioned to be prepared, and approved and adopted the plans and specifications; and

WHEREAS, the San Benito County Board of Supervisors caused to be noticed for the time and in the manner required by law a Notice inviting sealed Bids for the performance of the work described in the adopted plans and specifications; and

WHEREAS, Contractor, in response to the Notice, submitted a sealed Bid for the performance of the work specified in the adopted plans and specifications to the San Benito County Board of Supervisors within the time and in the manner specified in the Notice; and

WHEREAS, in the manner provided by law, the San Benito County Board of Supervisors received, publicly opened and canvassed the Bids submitted in response to the Notice, including the Bid submitted by Contractor; and

WHEREAS, Contractor was the lowest responsive, responsible Bidder for the performance of said work, and the San Benito County Board of Supervisors, as a result of the canvass of Bids submitted, determined and declared Contractor to be the lowest responsive, responsible Bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

SB 1 Seal coat Project 2019 at Various Locations
COUNTY PROJECT NO. PWB-1902

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the Notice To Proceed and will complete the same within forty-five (45) working 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 Three Hundred Forty-Nine Thousand Nine Hundred Thirty-One Dollars and Zero Cents (\$349,931.00).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) INVITATION FOR BIDS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (a) NOTICE TO CONTRACTORS: INVITATION FOR BIDS
 - (b) BID LIST/SCHEDULE
 - (c) GENERAL PROVISIONS: SAN BENITO COUNTY PUBLIC WORKS AND ROADS PROJECTS
 - (d) SPECIAL PROVISIONS
 - (2) PLANS
 - (3) ADDENDA:
No. 1 dated 03/11/2019, No. 2 dated 03/22/2019, No. 3 dated 03/22/2019
 - b. THE ACCEPTED BID INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) BIDDER'S BOND
 - (2) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
 - (3) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
 - (4) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
 - (5) PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT (DEBARMENT AND SUSPENSION CERTIFICATION)
 - (6) NON-COLLUSION AFFIDAVIT
 - (7) BID LIST/SCHEDULE
 - (9) SIGNATURE SHEET
 - (10) LIST OF SUBCONTRACTORS
 - (11) ADDENDUM ACKNOWLEDGEMENT
 - (12) CERTIFICATE AS TO WORKER'S COMPENSATION
 - (13) AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

- c. NOTICE OF AWARD
- d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
- e. PERFORMANCE BOND
- f. PAYMENT BOND
- g. NOTICE TO PROCEED
- h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the Bid conflicting herewith. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
- 8. Eight (8) hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.
- 9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of

Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, and the Division of Labor Standards Enforcement. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, Contractor agrees as follows:
 - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
 - c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

CONTRACTOR'S
Contract Administrator:

Name: Gregory J. Bucknell, PE

Name: Tony Gulbraa

Title: Contract Civil Engineer

Title: Contract Administrator

Address: San Benito County - RMA - PWD

Address: Graham Contractors, Inc.

2301 Technology Parkway, Hollister, CA 95023

860 Lonus Street, PO Box 26770,

San Jose, CA 95159

Phone: 831-902-2160

Phone: 408-293-9516

Cell: 909-838-8315

FAX: 408-293-3633

E-mail: gbucknell@cosb.us

E-mail: tonyg@grahamcontractors.com

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

CONTRACTOR (FIRM)

Dave Graham, President

Date _____

Address: Graham Contractors, Inc.

860 Lonus Street, PO Box 26770,

San Jose, CA 95159

Phone: 408-293-9516

FAX: 408-293-3633

Email: daveg@grahamcontractors.com

COUNTY OF SAN BENITO

Edgar Nolasco, Deputy CAO

Date _____

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

G. Michael Ziman, Deputy County Counsel

Date _____