

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ 2003, by and between _____ hereinafter called "Contractor", and the **Soquel Creek Water District**, hereinafter called "District".

WITNESSETH:

WHEREAS, the District has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK:** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled, "**Rosedale House Demolition**", and adopted by the district on October 21, 2003, items and quantities of which are more particularly set forth in the Contractor's bid therefore on file in the Office of the District.
2. **TIME OF PERFORMANCE:** After the contract has been executed by the District, the Contractor shall begin work within ten (10) calendar days after receiving from the District written notice to proceed, and shall diligently prosecute the same to completion before the expiration of **10 working-days** from the day of said notification, except as provided in the Standard Specifications and Special Provisions.
3. **CONTRACT PRICE:** Contractor shall perform the work for the sum of \$ _____ payable by the District to Contractor at the time and in the manner provided in the Specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the District and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice Inviting Sealed Proposals
 - c) Accepted Proposal
 - d) Standard Specifications and Standard Plans
 - e) Special Provisions
 - f) Technical Specifications
 - g) Faithful Performance Bond
 - h) Payment Bond
 - i) Plans, Profiles and Detailed Drawings
 - j) Resolution of Intention and Related Procedures
 - k) Special Provisions-Fair Employment Practices
 - l) Certificate of Fair Employment Practice
 - m) Certificate of Security for Compensation
 - n) Bidder's Statement of Subcontractors

5. **WAGE SCALE:** Reference is hereby made to the rate of prevailing scale established by the District and contained in the Standard Specifications, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project. The Contractor also agrees to comply with the requirements of Section 1777.5, Chapter 1 of Division 2 of the California Labor Code with respect to Apprenticeship Standards.
6. **HOURS OF LABOR:** The Contractor shall forfeit, as penalty to the District, Fifty Dollars (\$50.00) for each worker employed in execution of the contract by him or by any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) week in violation of the provisions of §1811 of the Labor Code of the State of California and all amendments thereto.
7. **SECURITY FOR PAYMENT OF COMPENSATION:** The Contractor shall secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61).

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officers thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

By: _____
Contractor

By: _____
Soquel Creek Water District

Countersigned: _____