

WINTERS CEMETERY DISTRICT
STATE OF CALIFORNIA
ROAD MAINTENANCE 2024

CONTRACTOR AGREEMENT

This Agreement made this October 15, 2024 (Date), by and between Vintage Paving Co. Inc. (Contractor), and The Winters Cemetery District (District), WITNESSETH, that the Contractor and the District for the consideration named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all the work stated in the Contract Documents (Project) dated September 2024, referenced herein, as it pertains to project work to be performed on property located at 415 Cemetery Drive, Winters, California 95694.

ARTICLE 2. TIME OF COMPLETION

The parties agree that work performed under this Contract shall commence when weather conditions allow and an agreed upon start date. Work performed under this Contract shall be substantially completed within the time frame of 14 Working Days unless extenuating circumstances arise, and both parties agree to the delay.

(remainder of page left blank)

ARTICLE 3. THE CONTRACT PRICE

The Contractor shall complete the Project per the Bid Schedule, submitted on October 1, 2024, including the BASE BID plus ADD ALT, not to exceed \$279,646.00 ("Contract Price"). The District shall pay the Contractor the Contract Price for materials, labor, and equipment for the Project under the Contract, subject to any additions and/or deductions made pursuant to authorized change orders.

(A) BASE BID SCHEDULE

	NO.	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL COST
1.	Mobilization and Contract Processing Costs	LS	1	\$10,000.00	\$10,000.00
2.	Base Repair (3" dig out replaced with 3" HMA)	SF	588	\$16.00	\$9,408.00
3.	Edge and Transition Grind	LF	6,670	\$1.00	\$6,670.00
4.	Asphalt Leveling Course	SF	910	\$9.00	\$8,190.00
5.	Crack Sealing	LF	500	\$17.00	\$8,500.00
6.	Asphalt Concrete Overlay	TON	1450	\$139.00	\$201,550.00

(B) ADD ALT BID SCHEDULE

	NO.	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL COST
7.	Roll Asphalt Curb	LF	5,888	\$6.00	\$35,328.00

(A+B) TOTAL BASE BID PLUS ADD ALT BID: **\$279,646.00**

Total (A+B) Bid Price in Written Form: **Two-Hundred-Seventy-Nine-Thousand Six-Hundred Forty-Six Dollars and No Cents**

ARTICLE 4. PAYMENT

Payment will be made to the Contractor after all documentation required by the District has been received, and submission of an invoice from the Contractor.

ARTICLE 5. INSURANCE

Contractor shall provide proof of commercial general liability and automobile insurance to the District in amounts and with policies, endorsements and conditions required by the District for Work. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 minimum per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, for CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 minimum per accident for bodily injury and property damage; and (3) Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: the District, its trustees, officials, officers, consultants, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work.

ARTICLE 6. CONTRACT BONDS

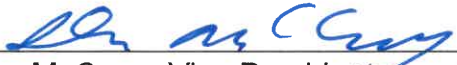
The Contractor shall furnish a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price and a Labor and Material Payment Bond in an amount equal to fifty (50%) of the Contract Price, (hereinafter collectively "Bond"). These Bond shall be furnished in the forms, and be secured from a surety company, acceptable to the District and that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law. The premiums for the Bonds shall be paid by the Contractor.

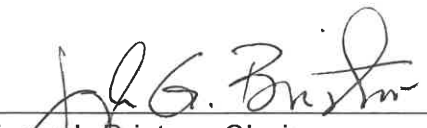
If any surety becomes unacceptable to the District, the Contractor shall promptly furnish such additional security as the District may require from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

ARTICLE 7. GENERAL PROVISIONS

1. The Contractor shall provide to the District the following documents:
Contractor's License
W-9 and County Vendor Registration Form
Insurance documentation
Bonds
2. All work shall be completed in a workmanship-like manner.
3. The Contractor agrees to remove all debris and leave the premises in broom clean condition.
4. Contractor shall provide certified payrolls.
5. Contractor shall comply with the project specifications.
6. The Contractor agrees in the event of a burial service that work will be halted to allow time for the preparations of the burial site and service. The District agrees to notify the Contractor in a timely manner of a pending burial.
7. The Contractor workdays will be Monday through Friday when District staff are present. Work hours 7:00am-6:00pm.
8. The Contractor warrants all work for a period of twelve (12) months following the notice of completion.

Signed this 16TH day of OCTOBER, 2024


Glen McCrary, Vice President
Vintage Paving Co. Inc. CA License #709237


Joseph Bristow, Chair
Winters Cemetery District
Board of Trustees