

THE WINTERS CEMETERY DISTRICT
2024 Electrical Upgrades
May 31, 2024

CONTRACTOR AGREEMENT

This Agreement made this DATE, by and between Ample Electric, 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 Construction Documents, and Proposal dated 5/24/24, both included as Attachment A, 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 Fourteen (14) Working Days unless extenuating circumstances arise, and both parties agree to the delay.

ARTICLE 3. THE CONTRACT PRICE

The District shall pay the Contractor the sum of \$46,499.00 dollars for materials, labor, and equipment for work to be performed under the Contract, per Exhibit A, subject to any additions and/or deductions made pursuant to authorized change orders.

The statement of prevailing wages appearing in the General Prevailing Wage Rate determinations of the Director of the State of California Department of Industrial Relations are incorporated herein by reference. When two rates differ for similar kinds of labor, Contractor shall pay no less than the higher rate. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the County, its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

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 BOND

The Contractor shall furnish a Payment Bond, for fifty percent (50%) of the contract amount, (hereinafter collectively "Bond"). This Bond shall be furnished in the form, 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 premium for the Bond 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.
 - a) Contractor's License
 - b) W-9 and County Vendor Registration Form
 - c) Insurance documentation
 - d) Bond
2. Copies of Certified Payroll shall be submitted by Contractor to DIR.
3. All work shall be completed in a workmanship-like manner.
4. The Contractor agrees to remove all debris and leave the premises in broom clean condition.
5. 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.
6. The Contractor workdays will be Monday through Friday when District staff are present.
7. The Contractor warrants all work for a period of twelve (12) months following the notice of completion.


Signed this 21st day of May, 2024.



Jose Diaz, CEO/President
Ample Electric

807298

License #



Joseph Bristow, Chair
Winters Cemetery District
Board of Trustees