

Small Construction Contract

Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688
Telephone (707) 455-6090 - FAX (707) 451-6099

Some of the important terms of this agreement are printed in the Specifications, which are attached. For your protection, make sure that you read and understand all provisions before signing. The Specifications are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Hiuga Diving Co. DATE: July 1, 2020
9004 Fashion Drive
Sacramento, CA, 95826

The undersigned Contractor offers to furnish the following:

Project Name: General Dive Support for SCWA

- The Contractor agrees to provide diver support for equipment checks and weed control.
- The Contractor agrees to provide general infrastructure inspection, including underwater video inspection. Previous inspections have included visual inspection of dam and check radial gates, cable integrity, rubber seals, and sediment depths. Infrastructure inspections may require a 3-person dive team.
- Rate: \$2,500/day (2 person dive team for 8-hour minimum day, \$1,000 extra for each additional diver)
- Overtime Rate (if needed) \$400/hr for two hour minimum
- Contractor may also need to purchase supplies that will be on a job by job basis and must be approved by the Agency prior to purchase.

Exclusions:

Contract Allowance:	<u>\$60,000</u>	Payment not to exceed estimate w/o written approval.
Contract Type:	<u>NTE</u>	
Completion date	<u>6/30/2022</u>	Dependant upon weather conditions.

Instructions: Sign and return original. Upon acceptance by the Solano County Water Agency (Agency), a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Solano County Water
Agency

Contractor: Hiuga Diving Company

By _____
Roland Sanford
Title General Manager

By _____
Thomas Hiuga
Title Chief Executive Officer

Other authorized representative(s):

Justin Pascual
Jay Cuetara
Alex Rabidoux

Other authorized representative(s):

Contractor or supplier (Contractor), agrees with the Agency that:

- A. *To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Solano County Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising Solano County Water Agency's sole negligence or willful acts.*
- B. By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- C. Contractor will file with the Agency before beginning work, certificates of insurance and policy endorsements satisfactory to the Agency evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Such insurance shall be primary and any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. **The general liability coverage shall give the U.S. Bureau of Reclamation, the Agency and its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent.** Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
- a. If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

- A. The contractor and subcontractors shall not pay less than the prevailing rates of wages. Labor compliance monitoring by the Department of Industrial Relations (DIR) through the Compliance Monitoring Unit (CMU) is required:

<http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>

- a. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a). No award shall be made to a contractor or subcontractor without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.
 - b. Copies of the prevailing rate of per diem wages are on file at the Agency's principal office, which shall be made available to any interested party on request. The contractor and all subcontractors are required to post a copy of the prevailing rate of per diem wages at each job site pursuant to Labor Code Section 1773.2.
 - c. Contractors and all subcontractors must furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3).
 - d. The attention of the contractor and all subcontractors is directed to Section 1770 through Section 1780 of the Labor Code, which provides that the contractor and any subcontractor under the contract shall forfeit as a penalty to the Agency, up to \$200.00, as determined by the Labor Commissioner, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the contract in violation of the provisions of such Labor Code.
 - e. The contractor or subcontractor shall forfeit as a penalty to the Agency \$25.00 for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code except as provided for in Section 1815 of the Labor Code.
- B. Contractor shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representatives."
- C. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the Agency.
- D. Contractor will comply with local, state and federal regulations and statutes including the Cal/OSHA requirements.
- E. Any change in the scope of the work to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by

the Agency. Contractor's "authorized representative(s)" has (have) the authority to execute such written change for Contractor.