

Section 00 53 10  
OWNER-CONTRACTOR AGREEMENT

1. GENERAL:

This Agreement made and entered into this 25<sup>th</sup> day of May 2016, by and between California Montessori Project of Sacramento County, First Party, sometimes hereinafter called the Owner or District, and Bobo Construction, Inc, Second Party, sometimes hereinafter called the Contractor,

**WITNESSETH:** That the parties hereto mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

2. The NOTICE TO CONTRACTORS, ACCEPTED BID, LIST OF SUBCONTRACTORS, INSTRUCTIONS TO BIDDERS, WORKER'S COMPENSATION INSURANCE CERTIFICATE, GENERAL CONDITIONS, LABOR AND MATERIALS PAYMENT BOND and PERFORMANCE BOND are attached to and are a part of this Agreement. The complete Contract includes also the Drawings, Specifications, all items listed in the Project Manual and all modifications and amendments thereto. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

3. The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the Owner hereunder, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of

4 New Relocatables at California Montessori Project  
Elk Grove Montessori School

as called for, and in the manner designated in, and in strict conformity with this Agreement, and with the Drawings and Project Manual adopted by the Board of Trustees, which said Drawings and Project Manuals are entitled respectively

4 New Relocatables at California Montessori Project  
Elk Grove Montessori School

and are hereby specifically referred to and made a part of this Agreement with like effect as if fully set forth herein.

4. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and material shall be furnished and said work performed and completed as required in said Drawings and Project Manual under the direction and supervision of, and subject to the approval of, the Architect and Owner. The Architect shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract. The Inspector employed by the Owner shall represent the Architect and the Owner on the project for the State of California, Division of the State Architect.
5. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of **Five Hundred Eighty Six Thousand DOLLARS (\$ 586,000)** which sum is to be paid according to the provisions of the General Conditions.
6. The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. It is understood and agreed that the Work shall be completed within 66 calendar days from the date stipulated on the written Notice to Proceed, (June 1<sup>st</sup>) unless extension of time or suspension of the Work is authorized as provided in the Conditions of the Contract.

Should the work contracted for under this Agreement not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.

7. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the Owner's office, and copies are available for inspection at that office to any interested party on request.
8. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5, placing the responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.
9. In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

IN WITNESS WHEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement the day and year first above written.

California Montessori Project

By Gary S. Bowman Date 5/25/16  
Authorized Official  
Bobo Construction Inc.

By CR Date 5/26/16  
CONTRACTOR

REVIEWED BY LEGAL COUNSEL

T. Addison Court DATE 5-25-16  
\* \* \*