

**PUBLIC WORKS CONTRACT
FOR PROJECTS NOT EXCEEDING \$75,000**

Project No. 0306 – 1850 Mesa Buena Emergency Storm Drain Repair

This public works contract (“**Contract**”) is entered into by and between the City of San Pablo (“**City**”) and Golden Bay Construction Inc (“**Contractor**”), a California corporation, for work on the 1850 Mesa Buena Emergency Storm Drain Repair Project (“**Project**”), and is effective on April 1, 2025 (“**Effective Date**”).

The parties agree as follows:

1. **Scope of Work.** Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to diligently perform and complete the work required for the Project (“**Work**”), as specified in **Exhibit A-1, Scope of Work, and Exhibit A-2, Contractor’s Proposal #B92R1** and according to the terms and conditions of this Contract, including all attachments to the Contract and any other documents and statutes incorporated by reference. To the extent that any attachment contains provisions that conflict or are inconsistent with the terms set forth in the body of this Contract, the Contract terms will control. This Project requires a valid California contractor’s license for the following classification(s): A-General Engineering; C12-Earthwork and Paving; C8-Concrete.
2. **Contract Price.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract, City will pay Contractor a sum not to exceed **Fifty-Two Thousand Three Hundred Sixty Dollars (\$52,360)** (the “**Contract Price**”), as follows:

For deliverables delineated in Exhibit A:

Option #1	Not to exceed \$33,950
Option #2	<u>Not to exceed \$18,410</u>
Total	Not to exceed \$52,360

The Contract Price includes all of Contractor’s direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds, and all overhead costs, in accordance with the payment provisions contained herein.

- 2.1 **Payment.** Contractor must submit an invoice on the first day of each month during the Contract Time, defined in Section 3 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment, and any incidental costs incurred. Contractor warrants that title to all work, materials, and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor.
- 2.2 **Payment and Performance Bonds.** If the Contract Price is over \$25,000, then Contractor must provide the City with a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included in this Contract as **Exhibit B, Bond Forms**, and submit the bonds with the executed Contract before performing any Work on the Project. Each bond must be issued by a surety admitted in California. If an issuing surety cancels a bond or becomes insolvent, Contractor must provide a substitute bond from a surety acceptable to City within seven days after written notice from City. If Contractor fails to substitute an acceptable surety within the specified time, City may, in its sole discretion and without prior notice to Contractor, withhold payment from Contractor until the surety is replaced to the City’s satisfaction, purchase

such bond(s) at Contractor's expense and deduct the cost from payments otherwise due to Contractor, or terminate the Contract.

3. **Time for Completion.** Contractor will fully complete the Work for the Project within 28 calendar days from the date set forth in the City's notice to proceed with the Work ("**Contract Time**").
4. **Change Orders.** The Scope of Work, Contract Time, or Contract Price may only be modified by a change order that has been duly authorized by City. No amendment or modification of this Contract will be binding against the City unless it is in a change order duly authorized and signed by the City.
5. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Contractor must pay liquidated damages in the amount of \$500 for each calendar day of unexcused delay in completion.
6. **Standard of Care.** All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in the Bay Area. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.
7. **Local Economic Opportunity Policy**

7.1 Employment of Local Residents. Pursuant to the San Pablo Economic Opportunity Policy, the Contractor and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least ten business days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

7.2 Local Subcontracting – Outreach. Contractor shall contact the San Pablo Economic Development Corporation (the "EDC" at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

8. **Permits and Licenses.** Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates, and licenses, including, but not limited to, the required California contractor's license and a City business license.
9. **Indemnification.** Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the fullest extent permitted by law, City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "**Liability**") of every nature arising out of or in connection with Contractor's acts or omissions with respect to this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract. City will notify Contractor of any third party claim pursuant to Public Contract Code § 9201.

10. Insurance. Contractor will, at all times under this Contract, maintain the insurance coverage required in this Section to cover the activities of Contractor and any subcontractors relating to or arising from performance of the Work. Each policy must be issued by a company licensed to do business in the State of California, and each insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. Contractor must provide City with certificates of insurance and required endorsements as evidence of coverage with the executed Contract and before the City authorizes Contractor to proceed with the Work.

10.1 Commercial General Liability Insurance ("CGL"). The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form, and include coverage for liability arising from Contractor's or its subcontractors acts or omissions in performing the Work, including Contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicular coverage, and employer's non-ownership liability coverage, with limits of at least \$2,000,000 per occurrence and \$4,000,000 general aggregate, unless otherwise specified in the Scope of Work.

10.2 Automobile Liability. The automobile liability policy must provide coverage of at least \$1,000,000 combined single-limit per accident for bodily injury, death or property damage.

10.3 Workers' Compensation. The workers' compensation policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

10.4 Waiver of Subrogation. Each required policy must include an endorsement providing that the insurer waives any right of subrogation it may have against City or the City's insurers.

10.5 Required Endorsements. The CGL policy and the automobile liability policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "**Additional Insured**") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance or self-insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

11. **Labor Code Compliance.** If the Contract Price is over \$1,000, the Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and the related regulations, including requirements pertaining to wages, working hours and workers' compensation insurance, and the provisions of this Section 11.
- 11.1 **Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code § 1720, 1720.3, or 1720.9, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/dlsr>. Pursuant to Labor Code § 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
- 11.2 **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work. Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours in any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code § 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.
- 11.3 **Payroll Records.** Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1771.4, 1776, and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. If the Contract Price is \$25,000 or more, Contractor must electronically submit certified payroll records monthly to the Labor Commissioner monthly as required under California law and regulations.
- 11.4 **Apprentices.** If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code § 1777.5.
- 11.5 **Notices.** Pursuant to Labor Code § 1771.4, Contractor must post all job site notices required by laws or regulations.
- 11.6 **DIR Monitoring, Enforcement, and Registration.** This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code § 1725.5. If the Contract Price is \$25,000 or more, Contractor and any subcontractors must be registered with the DIR to perform public works projects.
12. **Worksite Conditions.**
- 12.1 **Clean and Safe.** Contractor must maintain the Project site in a clean and neat condition and must ensure it is safe and secure. On a daily basis, Contractor must remove and properly dispose of debris and waste materials from the Project site.
- 12.2 **Inspection.** Contractor will make the Work accessible at all times for inspection by the City.
- 12.3 **Hazardous Materials.** Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials,

and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to the City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.

12.4 Utilities, Trenching, and Excavation. As required by Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code §§ 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, Contractor must also comply with Public Contract Code § 7104. If the trenching or excavation extends deeper than five feet below the surface and the Contract Price exceeds \$25,000, Contractor must submit a detailed plan showing the design for shoring, bracing, or sloping to the City or its engineer for acceptance in advance of the excavation pursuant to Labor Code § 6705.

12.5 Sound Control. Contractor must comply with the City's Noise Control Ordinance (San Pablo Municipal Code, Chapter 9.12), in addition to other applicable laws regulating noise levels.

12.6 Air Emissions Control. Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any laws. Contractor must comply with all laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

13. Records. Contractor must maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this Section 13 will survive expiration or termination of the Contract. Unless otherwise specified in Exhibit A, Contractor must maintain and update a separate set of as-built drawings while the Work is being performed, showing changes from the Work as planned in Exhibit A, or any drawings incorporated into this Contract. The as-built drawings must be updated as changes occur, on a daily basis if necessary.

14. Termination.

14.1 Termination for Convenience. City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

14.2 Termination for Default. City may terminate this Contract for cause for any material default. Contractor may be deemed in default for a material breach of or inability to fully, promptly, or satisfactorily perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to

correct defective Work or damage; Contractor's failure to comply with laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed in compliance with the Contract documents before Contract termination.

15. **Dispute Resolution.** Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code §§ 9204 and 20104 et seq., which are incorporated by reference.
16. **Warranty.** Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("**Warranty Period**"). During the Warranty Period, upon notice from City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.
17. **Conflicts of Interest.** Contractor, its employees, subcontractors and agents, may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement or in violation of any California law, including Government Code § 1090 et seq. and the Political Reform Act as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
18. **Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited.
19. **Independent Contractor.** City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement, or any other employee benefits from City.
20. **Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.
21. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	City of San Pablo	Golden Bay Construction Inc
Address line 1	San Pablo City Hall	3826 Depot Road
Address line 2	1000 Gateway Avenue	
City/state/zip	San Pablo, California 94806	Hayward, CA 94545
Phone	(510) 215-3060	(510) 783-2960
Fax	(510) 215-3013	(510) 783-2971
Attn:	City Clerk	Johnny Zanette
Email	CityClerk@sanpabloca.gov	
Copy to:	ChristianL@sanpabloca.gov	Brent Zanette: brent@gbayinc.com

22. Federal Funding Requirements (if applicable). If this Contract is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Contract as **Exhibit C, Federal Contract Requirements**.

This Contract is subject to federal funding. See Exhibit C.

This Contract is not subject to federal funding.

23. Miscellaneous Provisions.

23.1 Compliance with All Laws. Contractor will comply with all applicable federal, state, and local laws and regulations, including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and City ordinances. Work may only be performed by qualified and experienced workers who are not employed by City and who do not have any contractual relationship with City, except for this Contract.

23.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.

23.3 Waiver. City's waiver of any breach of any term, covenant, or condition in this Contract will not be effective unless it is in writing and signed by City. A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.

23.4 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's lawful heirs, successors, and permitted assigns.

23.5 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Contract.

23.6 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Contra Costa County, and no other place.

23.7 Integration; Severability. This Contract and the Contract documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the

Contract documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.

23.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

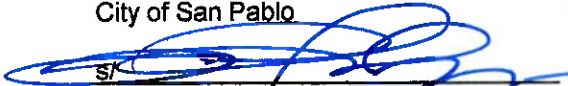
[This space intentionally left blank. Signatures on following page.]


The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

City of San Pablo

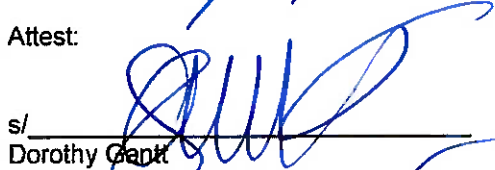
s/ 
Matt Rodriguez
City Manager

s/ 
Brian P. Hickey
City Attorney

Date: 04/10/25

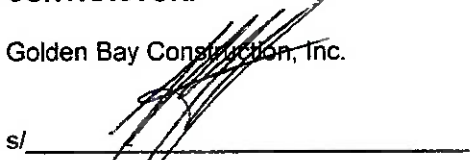
Date: 4/9/25


Attest:

s/ 
Dorothy Gant
City Clerk
Date: 4.9.25

CONTRACTOR:

Golden Bay Construction, Inc.

s/ 
Johnny Zanette - President
Name/Title [print]
Date: 4/8/2025

s/ 
Brent Zanette - Secretary
Name/Title [print]
Date: 4/8/2025

451401
Contractor's Calif. License Number(s)

Seal:

1/31/2026
Expiration Date(s)

1000002870
DIR Registration Number

Attachments: Exhibit A-1: Scope of Work, Mesa Buena Repair
Exhibit A-2: Contractor's Proposal #B92R1, dated 4/1/25
Exhibit B (if applicable): Bond Forms

END OF CONTRACT

Exhibit A-1
Scope of Work, Mesa Buena Repair

Mesa Buena Repair



- Legend**
- Drain Inlet
 - Manhole
 - ⊗ Mesa Buena Storm Drain
 - ⊗ Path Measure
 - ⊗ Repair Location

1850 Mesa Buena
San Pablo, CA 94806

Repair Location

1) Replace 20 LF of 15" CMP
2) Fill in the sink hole, compact and stabilize the slope where the sink hole is

Exhibit A-2
Contractor's Proposal #B92R1 dated 4/1/25



**golden bay
construction, inc.**
general engineering contractors

Proposal #B92R1

3826 Depot Road, Hayward, CA 94545
(510) 783-2960 / (510) 783-2971 Fax
License #451401, DIR #1000002870
DGS SB-PW #1103721 / Santa Clara VTA SBE #05-0293
Project: Emergency 15" CMP Repair - 1850 Mesa Buena

To: City of San Pablo
Attn: Matthew Brown
1000 Gateway Avenue
San Pablo, CA 94806
mattb@sanpabloca.gov

Date: 4/1/2025
Addendum Noted: N/A

Option #1:

Bid Item	Description	Quantity		Unit Price	Extension
1	Remove 20LF of existing 15" HDPE pipe and replace with 12" CMP from the manhole above the failure to the existing 12" CMP. New 12" CMP to be adjoined to the existing 12" CMP using a collar band. Includes filling in the existing sink hole with compacted base rock to match the slope of the hillside.	1	LS	\$ 33,950.00	\$ 33,950.00

Total Bid: \$ 33,950.00

Option #2:

Bid Item	Description	Quantity		Unit Price	Extension
2	Remove and replace approximately thirty linear feet (30') sidewalk/stairs adjacent pipe repair area. Includes placing 6" thick concrete with #4 rebar at 18" on center in each direction. Total length of sidewalk not to exceed 30' and does not include stair nosing and/or railing.	1	LS	\$ 18,410.00	\$ 18,410.00

Total Bid: \$ 18,410.00

Notes: 1) The CMP has approximately a 2 week lead time

Exclusions: Pre/Post CCTV, Permits, Engineering, Testing, Landscape Restoration, Slope Stabilization, Nights and/or Weekend Work

For any questions regarding this proposal please contact Brent Zanette (650) 222-1411 or email:

brent@qbayinc.com