

Contract

This public works contract ("Contract") is entered into by and between the City of San Pablo ("City") and United Storm Water Inc. ("Contractor"), for work on the Citywide Trash Capture Device Installation Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On <_____, 20____>, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

- 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto as may be mutually revised;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Potential Award;
 - 2.12 Notice to Proceed; and
 - 2.13 Attachment A – Construction Waste Management Form
 - 2.14 **The following:**
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3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and in full compliance with Laws.
4. **Payment.** 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 Documents, City will pay Contractor \$145,558.00 ("Contract Price") for 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 in the General Conditions.
5. **Time for Completion.** The Project will be broken up into two phases. The first phase of the project must be completed within 60 working days. The first phase will be to install up to 44 CPS devices along Rumrill Blvd. in coordination with an existing project underway. The CPS devices in this first phase must be installed before October 15, 2024. The second phase of the project must be completed within 90 working days. The second phase will be to repair/replace/install the remainder

of the CPS devices throughout the City, up to 72 CPS devices. The CPS devices in this second phase must be installed before November 15, 2024. The City anticipates that the work will begin on or about July 8, 2024, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

Contractor will fully complete the Work for the Project within 90 working days from the start date set forth in the Notice to Proceed ("Contract Time").

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$1,000.00 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** 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."
9. **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., or 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.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **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, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

	City	Contractor
Name	City of San Pablo	United Storm Water, Inc.
Address	1000 Gateway Avenue	14000 E. Valley Blvd.
City/state/zip	San Pablo, California 94806	Industry, CA 91746-2801
Phone	(510) 215-3060	(626) 961-9326
Attn:	City Clerk	Lydia Perry, Secretary/Treasurer
Email	CityClerk@sanpabloca.gov	lydia@unitedstormwater.com
Copy to:	pwengineering@sanpabloca.gov	

12. General Provisions.

- 12.1 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 and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract.
- 12.3 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. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** 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.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 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.

[Signatures are on the 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: _____

Date: _____

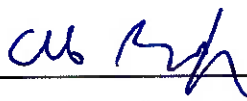
Attest:

s/ _____
Dorothy Gantt
City Clerk

Date: _____

CONTRACTOR:

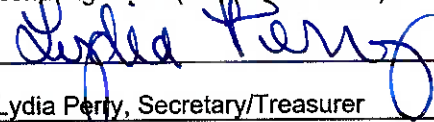
United Storm Water, Inc.
Business Name

s/ 
Eduardo C. Perry Jr., President
Name, Title

Seal:

Date: 06/12/2024

Second Signature (See Section 12.8):

s/ 
Lydia Perry, Secretary/Treasurer
Name, Title

Date: 06/12/2024

768583 (A, HAZ, C21, C31, C42, C27)
Contractor's California License Number(s)

09/30/2025
Expiration Date(s)

END OF CONTRACT

Bid Schedule

This Bid Schedule must be completed for both Phase 1 and Phase 2 in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)
F = Final Pay

Phase 1-Rumrill Locations Bid Schedule Table:

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Traffic Control System	1	LS	\$ 1.00	\$ 1.00
3	Construction Area Signs	2	EA	\$	\$
4	Portable Changeable Message Signs	2	EA	\$ 1.00	\$ 2.00
5	Connector Pipe Screens	44	EA	\$ 861.50	\$ 37,906.00
6	Connector Pipe Screen Installation	44	EA	\$ 261.50	\$ 11,506.00
7	Inlet inspection, measurements, and photographs	44	EA	\$ 1.00	\$ 44.00
8	Tabular measurement sheet	1	EA	\$ 1.00	\$ 1.00

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
9	Detailed shop drawings and descriptions	1	EA	\$ 1.00	\$ 1.00
				Subtotal	\$ 51,961.00

Phase 2-Citywide Locations Bid Schedule Table:

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
10	Mobilization	1	LS	\$ 4,600.00	\$ 4,600.00
11	Traffic Control System	1	LS	\$ 1.00	\$ 1.00
12	Construction Area Signs	2	EA	\$	\$
13	Portable Changeable Message Signs	2	EA	\$ 1.00	\$ 2.00
14	Connector Pipe Screens	72	EA	\$ 917.50	\$ 66,060.00
15	Connector Pipe Screen Installation	72	EA	\$ 317.50	\$ 22,860.00
16	Inlet inspection, measurements, and photographs	72	EA	\$ 1.00	\$ 72.00
17	Tabular measurement sheet	1	EA	\$ 1.00	\$ 1.00
18	Detailed shop drawings and descriptions	1	EA	\$ 1.00	\$ 1.00

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
				Subtotal	\$ 93,597.00

TOTAL BASE BID: Items 1 through 18 inclusive:
\$ 145,558.00

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME:

United Storm Water, Inc.

END OF BID SCHEDULE