

Contract

This public works contract ("Contract") is entered into by and between the City of San Pablo ("City") and Bay Cities Paving & Grading, Inc. ("Contractor"), for work on the **FY 2018-19 Pavement Repair 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 April 15, 2019, 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;
 - 2.5 Contract;
 - 2.6 Payment, Performance, and Warranty 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 Contract;
 - 2.12 Notice to Proceed; and
 - 2.13 The following: _____.
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 \$ \$1,206,109.00 ("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.** Contractor will fully complete the Work for the Project within **60** calendar days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,000.00 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, facsimile, 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	Bay Cities Paving & Grading, Inc.
Address	13831 San Pablo Avenue	1450 Civic Ct. Bldg. B #400
City/state/zip	San Pablo, California 94806	Concord, CA 94520
Phone	(510) 215-3060	(925) 687-6666
Fax	(510) 215-3013	(925) 687-2122

Attn:	City Clerk	
Email	allanp@sanpabloca.gov	
Copy to:	Allan Panganiban, Senior Civil Engineer	

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 Corporation Code § 313.

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/ _____
Lynn Tracy Nerland
City Attorney

Date: _____

Date: _____

Attest:

s/ _____
Patricia Ponce
City Clerk

Date: _____

CONTRACTOR:

Bay Cities Paving & Grading, Inc.
a California corporation

s/  _____
Benjamin L. Rodriguez, Jr.
President

Date: April 4, 2019

Second Signature (See Section 12.8):

s/  _____
Marlo Manqueros
Vice President

Date: 4/4/2019

238650
Contractor's California License Number(s)

Seal:

6/30/19
Expiration Date(s)

END OF CONTRACT

CITY OF SAN PABLO
PROJECT: FY 2018-19 PAVEMENT REPAIR PROJECT



CITY OF SAN PABLO
City of New Directions

EXHIBIT "A"

ITEM NO	ITEM DESCRIPTION	UNITS	QTY	(1) BAY CITIES PAVING & GRADING, INC. CONCORD, CA	
				UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$51,000.00	\$51,000.00
2	Traffic Control	LS	1	\$124,000.00	\$124,000.00
3	Storm Water Pollution Prevention Plan (SWPPP) - road work	LS	1	\$6,500.00	\$6,500.00
4	Remove Unsuitable Materials (CONTINGENT)	CY	50	\$65.00	\$3,250.00
5	Cold Mill (Grind) Existing AC Pavement (3-inches)	SF	124,300	\$0.75	\$93,225.00
6	Digout 6-inches	SF	13,600	\$3.10	\$42,160.00
7	Furnish and Place Hot Mix Asphalt (HMA) at Digout Areas (3/4" base course)	TON	520	\$158.00	\$82,160.00
8	Furnish and Place Hot Mix Asphalt (HMA) Surface Course (1/2" surface course)	TON	2,650	\$127.00	\$336,550.00
9	Lower and Raise Monument Cover to Finish Grade	EA	1	\$1,160.00	\$1,160.00
10	Lower and Raise Water Valve Box to Finish Grade	EA	15	\$1,160.00	\$17,400.00
11	Lower and Raise Gas Valve Box to Finish Grade	EA	1	\$1,160.00	\$1,160.00
12	Lower and Raise Sanitary Sewer Manhole to Finish Grade	EA	2	\$2,315.00	\$4,630.00
13	Lower and Raise Storm Drain Manhole to Finish Grade	EA	1	\$2,315.00	\$2,315.00
14	Install 12-inch Stripe (Std Dwg A24F)	LF	700	\$4.65	\$3,255.00
15	Install Detail 2 (Broken Yellow Centerline)	LF	1,550	\$1.60	\$2,480.00
16	Install Detail 27B (4-inch Solid White Laneline)	LF	350	\$1.75	\$612.50
17	Install Detail 38A (8-inch Solid White Channelizing Line)	LF	625	\$3.50	\$2,187.50
18	Install Pavement Markings	SF	350	\$5.80	\$2,030.00
19	Install Blue Reflective Fire Hydrant Marker	EA	6	\$29.00	\$174.00
20	Remove Existing Curb Ramp and Construct New Detail R/5 Handicap Ramp	EA	14	\$7,375.00	\$103,250.00
20a	Remove Existing Curb Ramp and Construct New Detail H/5 Handicap Ramp	EA	1	\$8,200.00	\$8,200.00
21	Remove Existing Curb Ramp and Construct New Detail L/5 Handicap Ramp	EA	3	\$7,400.00	\$22,200.00
22	Remove Existing Curb Ramp and Construct New Detail M/5 Handicap Ramp	EA	1	\$7,500.00	\$7,500.00
23	Install Tactile Warning Surface Tiles (Cast-in-Place) to Existing Ramps	EA	3	\$1,620.00	\$4,860.00
24	Remove Existing and Construct New Sidewalk	SF	3,000	\$22.00	\$66,000.00
25	Remove Existing and Construct New Curb & Gutter	LF	1,500	\$77.00	\$115,500.00
26	Remove Existing and Construct New Valley Gutter	SF	2,200	\$34.00	\$74,800.00
27	(NOT USED)				
28	(NOT USED)				
29	(NOT USED)				
30	(NOT USED)				
	Subtotal				\$1,178,559.00
31	Storm Water Pollution Prevention Plan (SWPPP) – parking lot	LS	1	\$4,300.00	\$4,300.00
32	Grind Existing Pavement – parking lot	SF	18,000	\$0.60	\$10,800.00
33	Stockpile Grinded Pavement Material	LS	1	\$4,370.00	\$4,370.00
34	Remove Existing Parking Lot Light Poles, & Luminaires and Concrete Foundations	EA	6	\$1,000.00	\$6,000.00
35	Remove Existing Chain Link Fence	LF	130	\$16.00	\$2,080.00
	Subtotal				\$27,550.00
TOTAL =					\$1,206,109.00