

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR 28TH STREET STORMWATER INFILTRATION PROJECT

Project Number: SD-281

THIS CONTRACT ("Contract") is made and entered into this 18th day of November, 2025 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal Corporation ("City") and ZUSSER COMPANY, INC., a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 864216 A/B.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as **28th Street Stormwater Infiltration Project** ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is **\$25,958,110.00** ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications, as modified by Section 7 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements, Order Materials, Utility Location, Utility Relocation and Pilot Drywell Installation and Testing" (referred to as NTP 1) at which time the Contractor shall diligently prepare and transmit to the Engineer all pertinent submittals and/or request for information (RFI), and coordinate the date and time for the Project Preconstruction Meeting with the City, outside agencies, and other pertinent stakeholders. The NTP 1 must include submittals for critical items, including electrical and mechanical components along with other long lead-time items. As part of this NTP, the Contractor must also submit a Phased Traffic Control Plan utility locating plan and pilot drywell installation and testing plan for review and approval by the City.

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials (NTP 1) shall further specify that the Contractor must complete the preconstruction requirements and order materials. The date specified in the NTP 2 constitutes the date of commencement of the Contract Time of **280 Working Days (work must be completed by May 28, 2027)**. It is anticipated that the NTP 1 will be completed within 40 Working Days.

NTP 1 requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Baseline Schedule. Refer to GP Part 1 Section 6.
- Submitting and obtaining approval of Traffic Control Plans. Refer to GP Part 6.
- Submitting and obtaining approval of Schedule of Values.
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP). Refer to GP Part 1 Section 3-12.6.
- Submitting and obtaining approval of critical required and lead time submittals, including electrical and mechanical components.
- Submitting and obtaining approved Project Identification Signs. Refer to GP Part 1 Section 3-11.
- Obtaining approved Permits from all applicable agencies. Refer to GP Part 1 Section 2-2.
- Obtaining a Temporary Use Permit for a construction yard / staging area, if applicable.
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents.
- Submitting and obtaining approval of a Project Staffing List with contact information, Illness and Injury Prevention Plan, and a Project Emergency Contact List. Refer to GP Part 1 Section 6.
- Preparing a utility locating plan (expected to include potholing and slot trenching. Refer to GP Part 4 Section 402-1.
- Preparing pilot drywell installation and testing plan. Refer to Technical Specifications Section SW11-6.
- Utility Locating, Utility Relocation, and Pilot Drywell Installation/Testing the Contractor shall diligently prosecute the associated Work. Utility locating and drywell test results shall be submitted to the City for review during this phase. Pending the results, minor modifications may be made to the number and location of drywells.

4.2 Notice to Proceed with Construction (NTP 2). After all preconstruction requirements are met, to the satisfaction of the City, and materials have been ordered in accordance with the previous NTPs, the City shall issue the "Notice to Proceed with Construction," (NTP 2) at which time the Contractor shall diligently prosecute the Work, including corrective punch list items of Work, day to day thereafter, within the remaining Contract Time (except as adjusted by subsequent Change Orders).

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to ten thousand dollars (\$10,000.00) liquidated damages per calendar day pursuant to Section 6-9 of the General Provisions.

6. Early Completion. NOT USED

6.1 Bonus for Early Completion. NOT USED

6.2 City Not Liable for Contractor Failure to Achieve Early Completion. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.

7. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

8. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the 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. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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 of this Contract."

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

13. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated

Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

CITY:

City of Manhattan Beach,
a California municipal corporation

CONTRACTOR:

Zusser Company, Inc.,
a California corporation

By: _____
Name: Taylan Mirzakhani
Title: City Manager
Date:

By: _____
Name: Misha Fyodorov
Title: Chief Financial Officer
Date:

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk
Date:

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

By: _____
Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Libby Bretthauer
Title: Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____
Name: Ted Semaan
Title: Public Works Director
Date: