

## CONTRACT

### **CITY OF MANHATTAN BEACH CONTRACT FOR Cycle 5 Federal HSIP Grant Pedestrian Improvements**

THIS CONTRACT ("Contract") is made and entered this 7<sup>th</sup> day of August, 2018 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and PTM General Engineering Services, a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 891265.

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 HSIP Cycle 5 Pedestrian Safety Improvements\_ ("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 \$491,000.00 ("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 9 of the Standard Specifications, as modified by Section 9 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 and Order Materials." The date specified in the Notice to

Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of 60 Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within 20 **Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Additional Federal Requirements.

6.1 Payment of Prevailing Wages on Public Works Projects. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the prevailing hourly rates determined by the Wage and Hour Division (WHD) of the United States Department of Labor or the general prevailing wage determinations by the State of California Department of Industrial Relations (DIR) whichever is higher. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the WHD/DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the WHD/DIR.

6.2 Federal-Aid Construction Contract. This Federal aid construction contract incorporates all Federal provisions referenced in Exhibit 12-G "Required Federal-Aid Contract Language", Exhibit 12-H "Sample Bid", Exhibit 15-G "Construction Contract DBE Commitment", Exhibit 15-H "DBE Information – Good Faith Efforts", Exhibit 12-B "Bidder's List of Subcontractor (DBE and Non-DBE) Parts 1 and 2", Exhibit 17-F "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors" and Exhibit 17-O "Disadvantaged Business Enterprise (DBE) Certification Status Change". All of the aforementioned documents were obtained from latest version of the Local Assistance Procedures Manual by the California Department of Transportation and are incorporated on Appendix II "Federal Requirements" of this document.

6.3 DBE Goal. In accordance with 49 CFR Part 26.45, the U.S. Department of Transportation (DOT), the Federal Highway Administration (FHWA) and Caltrans regulations a DBE Goal of 5% has been established for this project. Refer to Section 1 of Exhibit 12-G on Appendix II "Federal requirements" for additional information.

6.4 Buy America Requirements for Steel and Iron Materials. Refer to Section 8 of Exhibit 12-G on Appendix II "Federal requirements" for additional information.

6.5 Additional Federal Requirements. Refer to Appendix II "Federal requirements" for additional information.

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.

CITY OF MANHATTAN BEACH

By: \_\_\_\_\_  
City Manager

ATTEST:

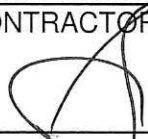
APPROVED AS TO FORM:

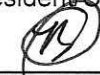
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

PTM General Engineering Services, Inc.  
("CONTRACTOR")

By:  \_\_\_\_\_ NAME  
Elizabeth H. Mendoza de McRae TITLE  
President/CFO

By:  \_\_\_\_\_ NAME  
Brian Mendoza TITLE  
Vice President/Secretary

PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED

# ***PTM General Engineering Services, Inc.***

## **Resolution to Negotiate a Specific Contract**

RESOLVED, that the Vice President of this Corporation does hereby authorize and empower the Corporate President and/or Corporate Vice President to enter into a contract for Cycle 5 Federal SHIP Grant Pedestrian Improvements for and in the City of Manhattan Beach, California, in the name of and in behalf of this Corporation, upon such terms and conditions as may be agreed upon, at the sole discretion of the Vice President.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of PTM General Engineering Services Inc., a corporation duly formed pursuant to the laws of the State of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on July 26, 2018, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 29<sup>th</sup> Day of June, 2018.

Brian Mendoza



Corporate Secretary

Corporate Seal

Brian Mendoza



Vice President

Elizabeth H. Mendoza de McRae



President/ CFO