

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR

CYCLE 5 FEDERAL HSIP GRANT TRAFFIC SIGNAL UPGRADE PROJECT

THIS CONTRACT ("Contract") is made and entered this fifth day of February, 2019 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and Elecnor Belco Electric, Inc., a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 738518.

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 Cycle 5 Federal HSIP Grant Traffic Signal Upgrade Project: Sepulveda (SR-1) at 8th St. ("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 \$316,500.00 ("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." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements constitutes the date of commencement of the Contract Time of 160 **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 shall further specify that the Contractor must complete the preconstruction requirements within 40 **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 from Caltrans for potholing activities as outlined in the Contract Documents
- Submitting permit application documents, including Traffic Control Plans, to Caltrans for all Contract work excluding potholing activities for Caltrans approval as outlined in the Contract Documents
- Submitting and obtaining City 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
- Obtaining an approved no fee City Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents
- Submitting and obtaining City approval of a Project Construction Schedule as outlined in the Contract Documents
- Submitting and obtaining approval of a Project Staffing List with contact information and an Project Emergency Contract List.

4.2 Notice to Pothole Pole Foundation Locations. After submission to and acceptance by the City of a Caltrans permit for the potholing work, the City shall issue a "Notice to Pothole Pole Foundation Locations," at which time the Contractor shall pothole all pole foundation locations to the bottom of the proposed foundation within five (5) working days after the date of the "Notice to Pothole Pole Foundation Locations".

4.3 Notice to Proceed with Order of Material. After all pole foundation locations are potholed and suitably determined, the City shall issue a "Notice to Proceed with Order of Material," at which time the Contractor place the order for material within five (5) working days of the date of the "Notice to Proceed with Order of Material". The Contractor shall submit to the City proof of the order and manufacturer's tentative delivery schedule on the manufacturer's letterhead within five (5) working days of the order.

4.4 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," 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.

The Contractor shall also install the approved Electronic Changeable Message Signs after receipt of the "Notice to Proceed with Constructon" but prior to the start of Work.

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-B "Bidder's List of Subcontractor (DBE and Non-DBE) Parts 1 and 2", 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 16-B "Subcontracting Request", 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 6% 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.

6.6 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.

CITY OF MANHATTAN BEACH

By: _____
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk


By: _____
City Attorney

Dated: _____

Elecnor Belco Electric, Inc.

("CONTRACTOR")

By:  Alberto Garcia, President/CEO
NAME TITLE

By:  Roger DeVito, Asst. Secretary
NAME TITLE

PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED