

AGREEMENT

THIS AGREEMENT, dated this 1<sup>st</sup> day of MAY, 2024, by and between **EURO STYLE MANAGEMENT** whose place of business is located at **1401 Main Avenue, Sacramento, CA 95838 (Contractor)**, and **CITY OF REDWOOD CITY**, a California charter city and municipal corporation (**City**), acting under and by virtue of the authority vested in City by the laws of the State of California.

WHEREAS, City, by its Item No. 7. A. adopted on the 1<sup>st</sup> day of April, 2024 awarded to Contractor the following Contract:

**EASTER BOWL AND GLENLOCH TANKS SEISMIC IMPROVEMENT AND ROOF REPAIR PROJECT**

**At 536 California Way and 602 Glenloch Way, Redwood City, CA 94062**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

**ARTICLE 1 SCOPE OF WORK OF THE CONTRACT**

**1.01 WORK OF THE CONTRACT**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

**1.02 PRICE FOR COMPLETION OF THE WORK**

- A. City shall pay Contractor the following Contract Sum One Million Seven Hundred Twenty-Seven Thousand Dollars and No/100 (\$1,727,000.00) (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

**ARTICLE 2 COMMENCEMENT AND COMPLETION OF WORK**

**2.01 COMMENCEMENT OF WORK**

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. City reserves the right to modify or alter the Commencement Date.

**2.02 COMPLETION OF WORK**

- A. Contractor shall achieve Substantial Completion of the entire Work within **One Hundred and Eighty (180) Days** from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work **One Hundred and Eighty (180) Days** from the Commencement Date.

**ARTICLE 3 PROJECT REPRESENTATIVES**

**3.01 CITY'S PROJECT MANAGER**

- A. In the pre-construction conference, referenced in item No. 5, Document 00 5100 (Notice of Award), the City will designate as its Project Manager to act as City's Representative in

all matters relating to the Contract Documents. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to City including, without limitation, all releases and indemnities.

- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of City, to accept work, and to make decisions or actions binding on City, and shall have sole signature authority on behalf of City.
- C. City may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other City Representative.

**3.02 CONTRACTOR'S PROJECT MANAGER AND OTHER KEY PERSONNEL**

- A. Contractor has designated [Alex Bugryev] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.
- B. Contractor has designated the following other Key Personnel for the Project:

<u>Name</u>	<u>Position</u>
<u>Aleg Ushakov</u>	Superintendent [See Doc. 00 7200 Para. 8.01.B]
_____	_____
_____	_____

**ARTICLE 4 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**

**4.01 LIQUIDATED DAMAGE AMOUNTS**

- A. As liquidated damages for delay Contractor shall pay City **three thousand dollars (\$3,000.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay City **three thousand dollars (\$3,000.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

**4.02 SCOPE OF LIQUIDATED DAMAGES**

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

**ARTICLE 5 CONTRACT DOCUMENTS**

**5.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6290	Escrow Agreement for Security Deposits

Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7301	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7380	Apprenticeship Program
Document 00 9113	Addenda
City of Redwood City Standard Details (November 25, 2019 and latest revision)	
Latest California Department of Transportation Standard Specifications and any revisions thereto	
Latest California Department of Transportation Standard Plans and any revisions thereto	
Specifications	As listed in Document 00 0110 Table of Contents
Drawings	Listed in Document 00 0115

**5.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

**ARTICLE 6 MISCELLANEOUS**

**6.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

**6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

**6.03** Pursuant to Labor Code Section 1771.1(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

**6.04** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body 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. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

**6.05** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department, may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>] and are deemed included in the Contract Documents, and shall be made available to any interested party

on request. Pursuant to Labor Code Sections 1860 and 1861, in accordance with Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

**6.06** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of San Mateo.

**6.07 ASSIGNMENT**

- A.** The performance of the Contract may not be assigned except upon the City's prior written consent. Consent will not be given to any proposed assignment that would relieve the Contractor or surety of their responsibilities under the Contract Documents.
- B.** Contractor may assign moneys due, or to become due under the Contract and such assignment may be recognized by the City, if given proper notice thereof, to the extent permitted by law. Any Contractor assignment of moneys due or to become due shall be subject to City's right to all proper setoffs and to all deductions provided for in the Contract Documents and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

IN WITNESS WHEREOF, the parties have executed this Agreement in quadruplicate the day and year first above written.

**CONTRACTOR: EURO STYLE MANAGEMENT**

**1401 Main Avenue  
Sacramento, CA 95838  
(916) 331-4858**

By: \_\_\_\_\_

*Vitaliy Bugryev*  
(Signature)

By: \_\_\_\_\_

*Lilka Bugryev*  
(Signature)

Its: \_\_\_\_\_

*C.F.O. Vitaliy Bugryev*

Title (If Corporation: Chairman, President or Vice President)

Its: \_\_\_\_\_

*C.F.O. Lilka Bugryev*

Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**CITY: CITY OF REDWOOD CITY**

By: \_\_\_\_\_

*Melissa Stevenson Diaz*  
Melissa Stevenson Diaz  
City Manager

Attest: \_\_\_\_\_

*Yessika Casto*  
Yessika Casto  
City Clerk

**END OF DOCUMENT**

DOCUMENT 00 4113

BID FORM  
TO THE CITY OF REDWOOD CITY

THIS BID IS SUBMITTED BY:

Euro style Management  
(Firm/Company Name)

Re: **EASTER BOWL AND GLENLOCH TANKS SEISMIC IMPROVEMENT AND ROOF REPAIR PROJECT** at Redwood City, California 94062

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the **CITY OF REDWOOD CITY** in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders) including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, attended the **Non-Mandatory Pre-Bid Meeting**, if any, received the Pre-Bid Meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
None		

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

**SCHEDULE OF BID PRICES**

All Bid items, including lump sums, unit prices and alternates (if any), must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

Item No.	Est. Qty.	Unit	Description of Item	Unit Price	Item Cost
A.1.	1	LS	Mobilization, Demobilization, Traffic Control, Construction Layout, Notification & Incidentals (Maximum 5% of the Total Base Bid, Items A.1 through OT.1)	<u>80,000</u>	<u>80,000</u>
A.2.	1	LS	For Easter Bowl: Drain tank, remove and dispose of remaining water and sediment before work. Clean, disinfect, fill, leak test, Bac-T test, after work.	<u>18,500</u>	<u>18,500</u>
A.3	1	LS	For Glenloch: Perform leak test before work, drain tank, remove and dispose of remaining water and sediment before work. Clean, disinfect, fill, leak test, Bac-T test after work.	<u>19,500</u>	<u>19,500</u>
A.4.	1	LS	Install new catch basin, modify overflow pipe at Easter Bowl Tank	<u>27,000</u>	<u>27,000</u>
A.5.	1	LS	Install new anchor chairs and ring foundation at Easter Bowl Tank	<u>355,000</u>	<u>355,000</u>
A.6.	10	sq. ft.	Prepare and touch up areas of the exterior of Easter Bowl Tank where coating has been damaged, including coating the modified overflow pipe.		
A.7.	1	LS	Install new catch basin, modify overflow pipe at Glenloch Tank	<u>750.00</u>	<u>7,500</u>
A.8.	1	LS	For Glenloch Tank, modify existing drain pipe, install concrete liner to surround drain pipe under tank, weld new cover plate to tank bottom.	<u>27,000</u>	<u>27,000</u>
A.9	20	sq. ft.	Prepare and touch up areas of the interior and exterior of Glenloch Tank where coating has been damaged, including coating the modified overflow pipe.	<u>750.00</u>	<u>15,000</u>
<p><b>TOTAL SCHEDULE A BID – ITEMS A.1 THROUGH A.9</b></p> <p><u>\$ 597,500.00</u></p>					

Item No.	Est. Qty.	Unit	Description of Item	Unit Price	Item Cost
B.1	1	LS	Repair Roof at Easter Bowl Tank. This includes removing and recoating existing roof plates, installing new rafters and supports, new roof vent, and repairing and replacing the existing hatch with a new hatch seal and repairing and replacing the access platform. Also, Holiday Testing of interior and exterior coated surfaces to identify areas that require spot repair.	<u>275,000</u>	<u>275,000</u>
B.2	8	EA	Replace those rafters supporting the Easter Bowl roof that are damaged beyond repair – assume 8 rafters to be replaced, each 38 ft. long. Prepare and coat new rafters per Specification.	<u>14,000</u>	<u>112,000</u>
B.3	100	sq. in.	<b>Easter Bowl Tank Interior Repair:</b> including the central roof support column, where existing coating has pre-existing damage, and any damage caused by welding or other construction operations associated with Schedule B work. For bid purposes, the Contractor should assume <b>100 areas of damaged paint of one square inch each</b> (Bid Item B.3), and 10 areas of one square foot each (Bid Item B.4.). <b>NOTE THAT THIS ITEM WILL BE DELETED IF THE ALTERNATE TASK (below) IS AWARDED</b>	<u>75.00</u>	<u>7,500</u>
B.4	10	sq. ft.	<b>Easter Bowl Tank Interior Repair:</b> including the central roof support column, where existing coating has pre-existing damage, and any damage caused by welding or other construction operations associated with Schedule B work. For bid purposes, the Contractor should assume 100 areas of damaged paint of one square inch each (Bid Item B.3), and <b>10 areas of one square foot each</b> (Bid Item B.4.). <b>NOTE THAT THIS ITEM WILL BE DELETED IF THE ALTERNATE TASK (below) IS AWARDED</b>	<u>750.00</u>	<u>7,500</u>
B.5	100	sq. in.	<b>Easter Bowl Tank Exterior Repair:</b> Prepare and touch up areas of exterior, including attached piping, ladder and other attachments, where existing coating has pre-existing damage, and any damage caused by welding or other construction operations associated with Schedule B work. For bid purposes, the Contractor should assume <b>100 areas of damaged paint of one square inch each</b> (Bid Item B.5), and 10 areas of one square foot each (Bid Item B.6).	<u>75.00</u>	<u>7,500</u>



Item No.	Est. Qty.	Unit	Description of Item	Unit Price	Item Cost
B.6	10	sq. ft.	<b>Easter Bowl Tank Exterior Repair:</b> Prepare and touch up areas of exterior, including attached piping, ladder and other attachments, where existing coating has pre-existing damage, and any damage caused by welding or other construction operations associated with Schedule B work. For bid purposes, the Contractor should assume 100 areas of damaged paint of one square inch each (Bid Item B.5), and <b>10 areas of one square foot each</b> (Bid Item B.6).	<u>750.00</u>	<u>7,500</u>
B.7	1	LS	<b>Glenloch Tank Interior Repair:</b> Holiday Testing on all interior and exterior coated surfaces to identify areas that require spot repair.	<u>7,500</u>	<u>7,500</u>
B.8	50	sq. in.	<b>Glenloch Tank Interior Repair:</b> Prepare and touch up areas of interior, where existing coating has pre-existing damage. For bid purposes, the Contractor should assume <b>50 areas of damaged paint of one square inch each</b> (Bid Item B.8), and 5 areas of one square foot each (Bid Item B.9).	<u>75.00</u>	<u>3,750</u>
B.9	5	sq. ft.	<b>Glenloch Tank Interior Repair:</b> Prepare and touch up areas of interior, where existing coating has pre-existing damage. For bid purposes, the Contractor should assume 50 areas of damaged paint of one square inch each (Bid Item B.8), and <b>5 areas of one square foot each</b> (Bid Item B.9).	<u>750.00</u>	<u>3,750</u>
B.10	50	sq. in.	<b>Glenloch Tank Exterior Repair:</b> Prepare and touch up areas of exterior, where existing coating has pre-existing damage. For bid purposes, the Contractor should assume <b>50 areas of damaged paint of one square inch each</b> (Bid Item B.10), and 5 areas of one square foot each (Bid Item B.11).	<u>75.00</u>	<u>3,750</u>
B.11	5	sq. ft.	<b>Glenloch Tank Exterior Repair:</b> Prepare and touch up areas of exterior, where existing coating has pre-existing damage. For bid purposes, the Contractor should assume 50 areas of damaged paint of one square inch each (Bid Item B.10), and <b>5 areas of one square foot each</b> (Bid Item B.11).	<u>750.00</u>	<u>3,750</u>



Item No.	Est. Qty.	Unit	Description of Item	Unit Price	Item Cost
<b>TOTAL SCHEDULE B BID – ITEMS B.1 THROUGH B.11</b>					
<u>\$ 439,500.00</u>					

Item No.	Est. Qty.	Unit	Description of Item	Unit Price	Item Cost
OT.1	1	LS	<b>Easter Bowl Tank Interior Repair:</b> Prepare and coat the entire interior of the tank. Blast preparation and Thick Film Coating below the overflow. Contractor is to provide the ADDITIONAL COST, assuming that Schedules A and Tasks B.1, B.2, B.5 and B.6 (above) are performed, to prepare (abrasive blast) and coat the remainder of the interior of the tank (That is, the tank shell below the knuckle, the tank floor, the central support column, overflow and any other interior items not included in Schedule B). NOTE THAT THIS IS AN OPTIONAL TASK. THE CITY WILL DECIDE WHETHER OR NOT TO AWARD THIS TASK AFTER INSPECTING THE INTERIOR OF EASTER BOWL TANK WHEN IT IS DRAINED AT THE START OF THE WORK.	<u>690,000</u>	<u>690,000</u>
<b>TOTAL ALTERNATE TASK BID – ITEM OT.1</b>					
<u>\$ 690,000.00</u>					

5. Apparent Low Bid will be determined based solely on the Total Bid: (Schedule A + Schedule B+ ALTERNATE TASK).
6. Schedule A is funded by Federal Grant and Local Contribution. Schedule B and Alternate Task are Locally funded only.
7. Schedule B work is to be performed at the same time as Schedule A, but to be priced and billed separately.
8. The City reserves the right to change the quantities in the line items in the final contract. The contract price will be revised based on the unit prices provided by the contractor in the bid schedule. The City also reserves the right to remove any of the bid line items from the final contract (with the exception of Bid Item No. A.1). The contract price would be adjusted based on the prices provided by the contractor for each line item in the bid schedule.

9. In case of discrepancy between the Unit Price and the Total Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Item Cost" column, then the amount set forth in the "Total Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.
10. For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.
11. The undersigned acknowledges that the Apparent Low Bidder will be determined as provided in Documents 00 1113 (Notice to Bidders) and Document 00 2113 (Instruction to Bidders).
12. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.
13. The undersigned Bidder understands that City reserves the right to reject this Bid.
14. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
15. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
16. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to the CITY OF REDWOOD CITY.
17. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
18. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
19. The names of all persons interested in the foregoing Bid as principals are:

**IMPORTANT NOTICE:**

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if

Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER:

Euro Style Management

licensed in accordance with an act for the registration of Contractors, and with license number: 241418 Expiration: 6/30/24

California

(Place of Incorporation, if Applicable)

Euro style Management

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: Vitaliy Bugriyev  
(Signature)

By: [Signature]  
(Signature)

Its: C.F.O.  
Title (If Corporation: Chairman, President or Vice President)

Its: C.F.O.  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**NOTE:** If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

1401 Main Ave  
Sacramento CA 95838

Contractor's Representative(s):  
Vitaliy Bugriyev C.F.O.  
(Name/Title)

Lilia Bugriyev C.F.O.  
(Name/Title)

Stanislav Bugriyev Secretary  
(Name/Title)

Officers Authorized to Sign Contracts:

(Name/Title)  
Lilia Bugriyev C.F.O.  
(Name/Title)

Vitaliy Bugriyev C.F.O.

(Name/Title)

Telephone Number(s):

(Area Code)	(Number)
(916)	331-4858
(Area Code)	(Number)

Fax Number(s):

(Area Code)	(Number)
(916)	880-5504
(Area Code)	(Number)

Date of Bid: 2/28/2024

END OF DOCUMENT