

ORIGINAL AGREEMENT

THIS AGREEMENT, dated this 13TH day of MAY, 2024, by and between **VALENTINE CORPORATION** whose place of business is located at 111 Pelican Way, San Rafael, CA 94901 (**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. 6. E. adopted on the 15th day of April, 2024 awarded to Contractor the following Contract:

**1525 CONNECTICUT DRIVE CREEK WALL REPAIR
at
REDWOOD CITY, CA 94063**

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 Hundred Fifty-Seven Thousand Three Hundred Sixty-Seven Dollars and No/100 (\$157,367.00) (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 **75** Days from the Commencement Date and no later than October 15th, 2024.

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 [Jeff Drier] 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>Jim Saposnek</u>	Superintendent [<i>See Doc. 00 7200 Para. 8.01.B</i>]
<u>Erick Carreno</u>	<u>Project Engineer</u>
<u>Harold Mossman</u>	<u>Operations Manager</u>

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 Seven Hundred and Fifty dollars (\$750.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial 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)
2018 California Department of Transportation Standard Specifications and any
revisions thereto
2018 California Department of Transportation Standard Plans and any revisions
thereto
Specifications As listed in Document 00 0110 Table of Contents
Drawings, Table, Schedules listed in Document 00 0115 Table of Contents

- 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).
- 5.03** City may issue a Purchase Order to facilitate its internal accounting functions of Project budgeting and payment with respect to services performed by Contractor under this Agreement. Any City-issued Purchase Order, including any terms and conditions that may be a part of the Purchase Order, is not a Contract Document. Any Contractor proposal attached to the Purchase Order for reference is not a Contract Document.

ARTICLE 6 MISCELLANEOUS

- 1.01** 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.
- 1.02** 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.
- 1.03** 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.
- 1.04** 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.
- 1.05** 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.

1.06 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.

1.07 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: VALENTINE COPORATION
111 Pelican Way
San Rafael, CA 94901
(415) 453-3732

By: Robert O. Valentine
(Signature)

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

Robert O. Valentine, President

By: Madeleine Valentine
(Signature)

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

Madeleine Valentine, Secretary/Treasurer

CITY: CITY OF REDWOOD CITY

By: Melissa Stevenson Diaz
Melissa Stevenson Diaz
City Manager

Attest: Jessika Castro
Jessika Castro
City Clerk

END OF DOCUMENT

DOCUMENT 00 4113

**BID FORM
TO THE CITY OF REDWOOD CITY**

THIS BID IS SUBMITTED BY:

Valentine Corporation

(Firm/Company Name)

Re: 1525 Connecticut Drive Creek Wall Repair at Redwood City, California 94063

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
One (1)	02/27/24	
Two (2)	03/06/24	

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	Description	Estimated Quantity	Unit	Unit Price	Total Item Cost
1.	Mobilization, Demobilization, Notification, Traffic Control, Permit Compliance, Pre-construction and Post-construction photographs and video, and other Incidentals	1	LS	\$ \$20,000 ²⁰	\$ \$20,000 ²⁰
2.	Erosion Control and Water Pollution Control Program Compliance	1	LS	\$ \$8,500 ²⁰	\$ \$8,500 ²⁰
3.	Demolition and Site Preparation	1	LS	\$ \$43,267 ²⁰	\$ \$43,267 ²⁰
4.	Excavation and Replacement of Soft Subgrade Soils	10	CY	\$ \$2,300 ²⁰	\$ \$23,000 ²⁰
5.	New Reinforced Concrete Channel	9	LF	\$ \$2,900 ²⁰	\$ \$26,100 ²⁰
6.	Site Grading and Earthwork	1	LS	\$ \$2,500 ²⁰	\$ \$2,500 ²⁰
7.	Chain Link Fence	1	LS	\$ \$15,000 ²⁰	\$ \$15,000 ²⁰
8.	Landscape	1	LS	\$ \$12,000 ²⁰	\$ \$12,000 ²⁰
9.	Site Restoration	1	LS	\$ \$7,000 ²⁰	\$ \$7,000 ²⁰
Total				Total Bid Price	\$ \$157,369²⁰

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.

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.

5. 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).
6. Subcontractors for work are listed on Document 00 4314 (Subcontractors List), submitted herewith.
7. The undersigned Bidder understands that City reserves the right to reject this Bid.
8. 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.
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. 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**.
11. 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).
12. 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.
13. 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:

Valentine Corporation

licensed in accordance with an act for the registration of Contractors, and with license
number: 229225 Expiration: 01/31/26

California

Robert O. Valentine - President

(Place of Incorporation, if Applicable)

(Principal)

ROBERT O. VAL

(Principal) Robert O. Valentine - President

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

By: ROBERT O. VAL

(Signature)

Its: Robert O. Valentine - President

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

By: Madeleine Valentine

(Signature)

Its: Madeleine Valentine - Secretary / Treasurer

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:

111 Pelican Way San Rafael, CA 94901

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts:

Robert O. Valentine - President

(Name/Title)

Madeleine Valentine - Secretary / Treasurer

(Name/Title)

(Name/Title)

Telephone Number(s):

415-453-3732

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

415-457-5820

(Area Code) (Number)

(Area Code) (Number)

Date of Bid: 03/13/24

END OF DOCUMENT