



ROUTING COVER SHEET
FOR
PROFESSIONAL SERVICES AGREEMENT/AMENDMENT/OTHER OR SUPPLIES/EQUIPMENT

<input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> OTHER <input type="checkbox"/> AMENDMENT <input type="checkbox"/> SUPPLIES/EQUIPMENT	<input checked="" type="checkbox"/> LESS THAN \$106,000 → NO COUNCIL/AGENCY ACTION REQUIRED <input type="checkbox"/> GREATER THAN \$106,000 → COUNCIL/AGENCY ACTION REQUIRED
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DATE: 9/25/23 **NAME OF CONSULTANT/VENDOR:** Casey Construction, Inc.

ORIGINATOR: Stacy for Vicky Lau **DEPT:** CDT/Engineering Division **EXT:** 7380

PURPOSE/DESCRIPTION: Sierra St. Storm Drain Improvement Proj

AGREEMENT/PURCHASE AMOUNT: \$ \$64,000 **APPROPRIATION AVAILABLE** YES NO*

ACCOUNT NUMBER: 357-705-70523 **AVAILABLE BALANCE:** _____

ROUTE TO	INITIALS	DATE RECEIVED	DATE FORWARDED
<input checked="" type="checkbox"/> ORIGINATOR/SENIOR CIVIL ENGINEER	VL/AH	9/25/23	9/26/23
<input checked="" type="checkbox"/> ENGINEERING MANAGER/CITY ENGINEER	JO	9/26/23	9/26/2023
<input checked="" type="checkbox"/> DEPARTMENT HEAD <small>(May sign agreement if less than \$26,500)</small>	JS	9/26/23	9/28/2023
<input type="checkbox"/> CITY ATTORNEY (Approve as to form)			
<input checked="" type="checkbox"/> CITY MANAGER <small>(Must sign agreement if less than \$106,000)</small>	<i>MD</i>	9/29/23	<i>10/2/23</i>
<input checked="" type="checkbox"/> CITY CLERK	<i>YC</i>	<i>10.2.23</i>	<i>10.2.23</i>

AGREEMENT/AMENDMENT REQUIREMENTS (Check items required):

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Proper Signature(s) | <input type="checkbox"/> Exhibits | <input checked="" type="checkbox"/> Business License |
| <input checked="" type="checkbox"/> Review and Approved by City Attorney's Office | <input type="checkbox"/> Voting Summary | <input checked="" type="checkbox"/> Certificate of Insurance/ Endorsements to Insurance Policy |
| <input type="checkbox"/> Notary Required | <input checked="" type="checkbox"/> Wet Signature Required | <input type="checkbox"/> Electronic Signature |

SUPPLIES/EQUIPMENT REQUIREMENTS (Check items required):

- | | | | |
|--|------------------------------------|--|--|
| <input type="checkbox"/> Supplies | <input type="checkbox"/> Equipment | <input type="checkbox"/> Services | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Proper Signature(s) | <input type="checkbox"/> Exhibits | <input type="checkbox"/> 3 Bids/Quotes | <input type="checkbox"/> Sales Tax Accrued? <input type="checkbox"/> Terms |

Comments/Attach Memo: Nancy has the originals. Please sign ASAP.

*If funds are not available at this time, an Appropriation Transfer Request Form, or a request for mid-year budget amendment must accompany this routing sheet.

ORIGINAL

Contract

This public works contract ("Contract") is entered into by and between the City of Redwood City ("City") and Casey Construction, Inc. ("Contractor"), a Corporation, for work on the City's Sierra Street Storm Drain Improvement Project ("Project"), and is effective on OCT. 2, 2023 ("Effective Date").

The parties agree as follows:

1. **Scope of Work.** Contractor will perform and provide all labor, materials, equipment, supplies, transportation, and any and all other items or services necessary to perform and complete the work required for the Project ("Work"), as specified in Exhibit A, Scope of Work, attached hereto and incorporated herein, and according to the terms and conditions of this Contract and the Contract Documents, as defined below.
 - 1.2 **Contract Documents.** The following constitute the "Contract Documents" for the Project:
 - (A) Change orders (if any)
 - (B) Addenda (if any)
 - (C) Contract and Exhibits thereto
 - (D) Payment and Performance Bonds
 - (E) Notice to Proceed
 - (F) Notice of Award
 - (G) City's Engineering Standards (found at <https://www.redwoodcity.org/departments/community-development-department/engineering-transportation/engineering/engineering-standards>)
 - (H) Contractor's Bid Proposal and attachments thereto.
 - 1.3 **Order of Precedence.** Any conflict or inconsistency among the Contract Documents, following the order of precedence in which the documents are listed above, with documents higher on the list taking precedence over documents lower on the list, and the most recent version taking precedence over any earlier version. In the event of any conflict or inconsistency between the Contract or any of the Exhibits thereto, the Contract terms will control over any conflicting or inconsistent provisions in the Exhibits.
2. **Contract Price.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract, City will pay Contractor \$64,000.00 for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions contained herein ("Contract Price").
 - 2.1 **Payment.** Contractor must submit an invoice on the first day of each month during the Contract Time, defined in Section 3 below, and/or upon completion, for the Work performed during the preceding month, itemizing labor, materials, equipment and any incidental costs incurred. Contractor warrants that title to all work, materials and equipment incorporated into the Work will pass to City free of any claims, liens, or encumbrances upon payment to Contractor. The City reserves the right to withhold retention in the amount of five percent from any progress payment if the Project is not completed within a 30-day period. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted pursuant to Public Contract Code § 22300.
 - 2.2 **Payment and Performance Bonds.** If the Contract Price is over \$25,000, Contractor must provide City with a payment bond and a performance bond using the bond forms included in this Contract as Exhibit B, Bond Forms, and submit the bonds with the

executed Contract. Each bond must be issued by a surety admitted in California. If an issuing surety cancels a bond or becomes insolvent, Contractor must provide a substitute bond from a surety acceptable to City within seven days after written notice from City. If Contractor fails to substitute an acceptable surety within the specified time, City may, in its sole discretion and without prior notice to Contractor, purchase such bond(s) at Contractor's expense and deduct the cost from payments otherwise due to Contractor, or terminate the Contract.

3. **Time for Completion.** Contractor will fully complete the Work within 90 calendar days from the date specified by the City in the Notice to Proceed. ("**Contract Time**").
4. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City may assess liquidated damages in the amount of \$1500.00 per day for each day of unexcused delay in completion, and may deduct liquidated damages from amounts otherwise due to Contractor.
5. **Standard of Care.** All Work must be provided in a manner that meets or exceeds the standard of care applicable to the same type of work in San Mateo County. Contractor must promptly correct, at Contractor's sole expense, any Work that the City determines is deficient or defective.
6. **Permits and Licenses.** Contractor, at its sole expense, must obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses including, but not limited to, the required California contractor's license and, if applicable, a City business license.
7. **Indemnification.** Contractor will indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Contractor's acts or omissions with respect to this Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of the City. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers' Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Contract. City will notify Contractor of any third-party claim pursuant to Public Contract Code § 9201.
8. **Insurance.** Contractor will, at all times under this Contract, maintain the insurance coverage required by the City for this Project as set forth in Exhibit C – Insurance Requirements, attached hereto and incorporated herein.
9. **Labor Code Compliance.** Unless the Project is exempt under one or more of the Labor Code exemptions for small projects, as specified in the Notice Inviting Bids or herein, the Contract is subject to the applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at § 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Contractor must also post all job site notices required by laws or regulations pursuant to Labor Code § 1771.4.
 - 9.1 **Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code §§ 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City Engineer's office and available online at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.
 - (A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any subcontractor will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to

paying each worker the difference between the applicable wage rate and the amount actually paid.

- 9.2 Working Day.** Pursuant to Labor Code § 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Contractor or any subcontractor is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages pursuant to Labor Code § 1815. All Work must be carried out during regular City working days and hours unless otherwise specified in Exhibit A or authorized in writing by City.
- 9.3 Payroll Records.** Contractor and its subcontractors must maintain certified payroll records in compliance with Labor Code §§ 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Contractor and its subcontractors must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code §§ 1771, 1811, and 1815. Contractor must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations, unless the Project is exempt pursuant to § Labor Code 1771.4(a)(4) and § 1725.5(f). (See Section 3.2(A) of the Notice Inviting Bids.)
- 9.4 Apprentices.** If the Contract Price is \$30,000 or more, Contractor must comply with the apprenticeship requirements in Labor Code § 1777.5.
- 9.5 DIR Monitoring, Enforcement, and Registration.** This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code § 1725.5, unless subject to a small project exemption under the Labor Code and as otherwise specified in the Contract Documents.
- 10. Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."
- 11. Termination.**
- 11.1 Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. If City terminates the Contract for convenience, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination, as well as five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.
- 11.2 Termination for Default.** The City may terminate this Contract for cause for any material default, which is not cured within the period specified in the City's notice of default. Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time;

refusal or failure to make prompt payment to its employees, subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements. If City terminates the Contract for cause, City will only owe Contractor payment for the Work satisfactorily performed before Contract termination.

12. **Dispute Resolution.** Any dispute arising under or related to this Contract is subject to the dispute resolution procedures of Public Contract Code §§ 9204 and 20104 et. seq., which are incorporated by reference.
13. **Waiver.** A waiver by City of any breach of any term, covenant, or condition in this Contract will not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, regardless of the character of any such breach.
14. **Warranty.** Contractor guarantees and warrants the Work and the materials used or provided for the Project for a period of one year, beginning upon City's acceptance of the Work for the Project as complete ("**Warranty Period**"). During the Warranty Period, upon notice from the City of any defect in the Work or the materials, Contractor must, at its sole expense, promptly repair or replace the defective Work or materials, including repair or replacement of any other Work or materials that is or are displaced or damaged during the warranty work, excepting any damage resulting from ordinary wear and tear.
15. **Worksite Conditions.**
 - 15.1 **Clean and Safe.** Contractor must maintain the Work site and staging and storage areas in a clean and neat condition and must ensure it is safe and secure. On a daily basis the Contractor must remove and properly dispose of debris and waste materials from the Work site.
 - 15.2 **Inspection.** Contractor will make the Work accessible at all times for inspection by the City.
 - 15.3 **Hazardous Materials.** Unless otherwise specified in the Contract documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other hazardous materials, as identified by any federal, state, or local law or regulation. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other hazardous materials, and the asbestos or other hazardous materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease Work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other hazardous materials may be used in performance of the Work.
 - 15.4 **Utilities, Trenching and Excavation.** Pursuant to Government Code § 4215, which is incorporated by reference herein, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract documents, Contractor must immediately provide written notice to City and the utility. In performing any excavations or trenching work, Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. If the trenching or excavation extends deeper than four feet below the surface, then it must also comply with Public Contract Code § 7104, which is incorporated by reference herein.
16. **Records.** Unless otherwise specified in Exhibit A, Contractor must maintain and update a separate set of as-built drawings while the Work is being performed, showing changes from the Work as planned in Exhibit A, or any drawings incorporated into this Contract. The as-built drawings must be updated as changes occur, on a daily basis if necessary.

17. **Conflicts of Interest.** Contractor, its employees, subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including pursuant to Government Code § 1090 et seq. and pursuant to the Political Reform Act as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
18. **Non-Discrimination.** No discrimination will be made in the employment of persons under this Contract because of the race, color, national origin, ancestry, religion, gender or sexual orientation of such person.
19. **Independent Contractor.** City and Contractor intend that Contractor will perform the Work under this Contract as an independent contractor. Contractor is solely responsible for its means and methods in performing the Work. Contractor is not an employee of City and is not entitled to participate in health, retirement or any other employee benefits from City.
20. **Assignment of Unfair Business Practice Claims.** Pursuant to Public Contract Code § 7103.5, Contractor and its subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have pursuant to § 4 of the Clayton Act (15 U.S.C. § 15) or pursuant to 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 Contract or any subcontract. This assignment will be effective at the time City tenders final payment to Contractor, without further acknowledgement by the parties.
21. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

City of Redwood City:

Address: 1017 Middlefield Road
 City/State/Zip: Redwood City, CA 94063
 Attn: Christian Ochoa
 Email: cochoa@redwoodcity.org
 Copy to: vlau@redwoodcity.org

Contractor:

Name: Casey Construction, Inc.
 Address: 619 SYLVAN WAY
 City/State/Zip: EMERALD HILLS, CA 94062
 Phone: (650) 369-1876
 Attn: James G. McGrillen, GENERAL MANAGER
 Email: CASEYCONSTR@SBCGLOBAL.NET
 Copy to: _____

22. General Provisions.

- 22.1 **Compliance with All Laws.** Contractor will comply with all applicable federal, state, and local laws and regulations including, but not limited to, unemployment insurance benefits, FICA laws, conflict of interest laws, and local ordinances. Work may only be performed by qualified and experienced workers who are not employed by the City and who do not have any contractual relationship with City, with the exception of this Contract.

- 22.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract is deemed to be inserted, and the Contract will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract will be deemed amended accordingly.
- 22.3 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 22.4 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 22.5 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Mateo County, and no other place.
- 22.6 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 22.7 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract documents will remain in full force and effect.
- 22.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code § 313.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/ Melissa Stevenson Diaz
Melissa Stevenson Diaz, City Manager
Name/Title

Date: 10/2/23

Attest:

s/ J. Castro
JESSICA CASTRO, INTERIM CITY CLERK
Name/Title

Date: 10/2/23

CONTRACTOR: Casey Construction, Inc.
Business Name

s/ Brendan J. Casey Seal:
Brendan J. Casey, Supervisor
Name/Title

Date: 9/11/2023

s/ James G. McFadden
JAMES G. McFADDEN, General Manager
Name/Title

Date: 9/11/2023

798190, ex: 10/31/2025, DIR No. 1000003162 ex:06/30/2024
Contractor's California License Number(s) and Expiration Date(s)

- Exhibit A: Scope of Work
- Exhibit B: Bond Forms
- Exhibit C: Insurance Requirements

END OF CONTRACT

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California


County of San Mateo)

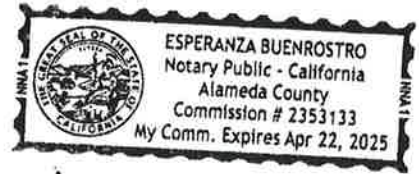
On Sep 11, 2023 before me, Esperanza Buenrostro, Notary Public personally appeared
(insert name and title of officer)

BRENDEN J. CASEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public





CASEY CONSTRUCTION

619 Sylvan Way
Emerald Hills, CA 94062
Tel: (650) 369-1876, Fax: (650) 366-8578
Email: caseyconstr@sbcglobal.net

CERTIFICATION BY SECRETARY
OF CORPORATE RESOLUTION

The undersigned being the Directors of Casey Construction, Inc., a corporation organized and existing under the laws of the State of California, acting without a meeting by written consent pursuant to Corporations Code Section 307(b) and Article III Section 13 of the Bylaws of the Corporation, adopt the following resolution:

RESOLVED that Brenden Casey is hereby authorized to sign any and all contracts and bonds on behalf of the Company.

I Marguerite N. Casey, Secretary of Casey Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted on January 1, 2018 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: 9/11/23


Secretary

(Seal)

Casey Construction, Inc.
General Engineering & Building Contractor
CA. LIC. 798190-A, B, Haz

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo)

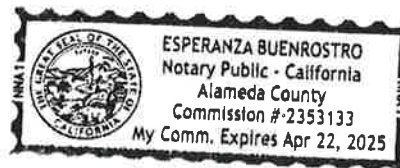
On Sep 11, 2023 before me, Esperanza Buenrostro, Notary Public personally appeared
(insert name and title of officer)

James G. McGrillen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Notary Public





**CASEY CONSTRUCTION
INC.**

619 Sylvan Way
Emerald Hills, CA 94062
Tel: (650) 369-1876, Fax: (650) 366-8578
Email: caseyconstr@sbcglobal.net

**CERTIFICATION BY SECRETARY
OF CORPORATE RESOLUTION**


The undersigned being the Directors of Casey Construction, Inc., a corporation organized and existing under the laws of the State of California, acting without a meeting by written consent pursuant to Corporations Code Section 307(b) and Article III Section 13 of the Bylaws of the Corporation, adopt the following resolution:

RESOLVED that James G. McGrillen is hereby authorized to sign any and all contracts and bonds on behalf of the Company.

I Marguerite N. Casey, Secretary of Casey Construction, Inc., do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted on March 1, 2016 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed by name and affixed the seal of said corporation.

Date: 9/11/23


Secretary

(Seal)

Casey Construction, Inc.
General Engineering & Building Contractor
CA. LIC. 798190-A, B, Haz