



Council Agenda Report

From: Matt Thompson, Wastewater Resources Manager
Dick McKinley, Public Works Director

Subject: Award of Construction Contract for Tertiary Treatment Facilities

Date: May 2, 2017

Facts

1. City Council adopted a Recycled Water Master Plan in 2014. The Plan includes installation of tertiary (advanced) treatment facilities at the City's wastewater treatment plant to produce high quality recycled water.
2. The City hired Black & Veatch to design the Tertiary Treatment Facilities and began pursuing financing.
3. The Tertiary Treatment Facilities include flow equalization, cloth media filtration, disinfection by ultraviolet light, and recycled water storage and pumping facilities.
4. These facilities will produce recycled water and enable the City to comply with increasingly stringent requirements for discharge of wastewater to the Salinas River.
5. On February 21, 2017, the City advertised the Tertiary Treatment Facilities project for construction bids. The City opened eight bids on April 5, 2017, with the following results:

Bidder	Bid Amount
Cushman Contracting Corporation	\$9,237,000
C.W. Roen Construction Co.	\$9,412,000
GSE Construction Co.	\$9,423,000
Anderson Pacific	\$9,448,000
Pacific Hydrotech Corp.	\$9,586,700
Stanek Constructors, Inc.	\$9,831,000
Spieß Construction Co.	\$10,377,000
Western Water Constructors	\$11,211,800

6. The low bid by Cushman Contracting Corporation is responsive and responsible (see Analysis below).
7. The low bid is several million dollars less than the planning-level estimate. Consequently, the total cost for completion of the Tertiary Treatment Facilities is now \$14,360,000 (including engineering, construction management, and contingencies). This is \$2.84 million less than the City originally budgeted for the project.
8. The City has received a low interest loan for this project from the State's Revolving Fund (SRF) loan program. Due to the project's environmentally innovative features, the City has also received a \$4 million grant from the State and Federal Green Project Reserve Program. This grant will come in the form of principal forgiveness on the SRF loan (i.e., the \$14.4 million project cost will be reduced to a loan amount of \$10.4 million).
9. In February 2017, the City retained Black & Veatch for engineering services during construction, Covello Group for construction management, and SWCA Environmental for environmental monitoring. The City is ready to proceed with construction.

Options

1. Do nothing;
2. Award a construction contract and authorize the City Manager to enter into an agreement for construction of Tertiary Treatment Facilities to Cushman Contracting Corporation, for \$9,237,000;
3. Modify Option 2 or provide alternative direction to staff.

Analysis and Conclusions

Staff reviewed the bid package submitted by Cushman Contracting Corporation and found it responsive and responsible. Cushman submitted the required certifications and bid security, made a good faith effort to get disadvantaged businesses involved in the project per SRF requirements, and selected qualified subcontractors and equipment suppliers. Cushman has good experience building similar projects (they recently completed the City's Water Treatment Plant). It would be in the City's best interest to award the construction contract for the Tertiary Treatment Facilities project to Cushman Contracting Corporation.

If City Council awards the construction contract to Cushman Contracting Corporation, the City Manager may then enter into an agreement for construction. Staff will then notify Cushman Contracting Corporation to proceed with construction, likely in early June 2017. Construction will take approximately 18 months. The project should be substantially complete and operational by December 2018.

Fiscal Impact

The proposed construction costs are part of the project costs included in the City's most recently adopted 2-year budget. These costs will be included in the SRF loan. The Sewer Enterprise Fund will pay back the SRF loan over 30 years, starting one year after completion of construction. The annual interest rate for the SRF loan will be 1.7%. After factoring in the \$4 million of principal forgiveness, the annual loan payment amount will be approximately \$445,000. Revenues from the sewer rates and facility charges adopted in 2011 (and reviewed in 2015) are sufficient to cover the annual loan payments.

Recommendation

Approve Resolution 17-XXX, to award a construction contract and authorize the City Manager to enter into an agreement for construction of Tertiary Treatment Facilities to Cushman Contracting Corporation, for \$9,237,000.

Attachments

1. Resolution 17-XXX
2. Draft Agreement for Construction

RESOLUTION NO. 17-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AWARDING A CONTRACT FOR CONSTRUCTION OF
TERTIARY TREATMENT FACILITIES, DPW PROJECT NO. 16-22

WHEREAS, the City Council adopted a Recycled Water Master Plan in 2014. The Plan includes installation of tertiary (advanced) treatment facilities at the City's wastewater treatment plant to produce high quality recycled water.

WHEREAS, the City hired Black & Veatch to design the Tertiary Treatment Facilities. The Tertiary Treatment Facilities include flow equalization, cloth media filtration, disinfection by ultraviolet light, and recycled water storage and pumping facilities.

WHEREAS, these facilities will produce recycled water and enable the City to comply with increasingly stringent requirements for discharge of wastewater to the Salinas River.

WHEREAS, on February 21, 2017, the City advertised the Tertiary Treatment Facilities project for construction bids. The City opened eight bids on April 5, 2017. Cushman Contracting Corporation submitted the low bid of \$9,237,000.

WHEREAS, the low bid by Cushman Contracting Corporation is responsive and responsible.

WHEREAS, the City has received a financing package from the State Revolving Fund loan program that includes a low-interest loan and \$4 million of principal forgiveness. Revenues to the Sewer Enterprise Fund are sufficient to pay for financing of Tertiary Treatment Facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby awards a contract and authorizes the City Manager to enter into an agreement for construction of the City's Tertiary Treatment Facilities to Cushman Contracting Corporation for \$9,237,000.

Section 3. The City Council hereby authorizes the City Manager and City Attorney to make minor modifications to the agreement, as needed, fully consistent with overall Council direction.

APPROVED this ___ day of _____ 2017, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

SECTION 00500

AGREEMENT FOR CONSTRUCTION

City of El Paso de Robles
Tertiary Treatment Facilities Project
DPW Project No. 16-22

THIS AGREEMENT, made and concluded, in duplicate, this ____ day of May, 2017, between the City of Paso Robles ("Owner"), a public entity in San Luis Obispo County, and Cushman Contracting Corporation, P.O. Box 147, Goleta, California 93116-0147 ("Contractor"), License No. 689962.

The Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the Owner, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: El Paso de Robles Tertiary Treatment Facilities Project, DPW Project No. 16-22, in strict conformity with the plans and specifications prepared therefore, which plans and specifications are identified more specifically in Section 21, below, (the "Contract Documents").
2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions of the Contract Documents for the sum of nine million two hundred and thirty seven thousand dollars (\$9,237,000) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated April 5, 2017. Compensation shall be based upon the lump sum bid items plus any unit prices stated in the Bid Schedule times the actual quantities of unit priced work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the Owner, drawn on the appropriate fund or funds as required by law and order of the Owner.
3. The Owner hereby promises and agrees with the Contractor to engage, and

does hereby engage, the Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code and Section 00900, **CONTRACT PROVISIONS OF THE STATE WATER RESOURCES CONTROL BOARD**, for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

(a) In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Agreement. Contractor and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. Contractor and any subcontractor shall, as a penalty to the Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

(b) Pursuant to the provisions of California Labor Code, Sections 1770 et seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations or federal prevailing wages applicable to San Luis Obispo County as determined by the United States Department of Labor, whichever is greater. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the City Clerk, which copies shall be made available to any interested party on request and are available on-line at www.dir.ca.gov/DLSR/PWD. Copies of the Federal (Davis-Bacon) prevailing wage rates are available on-line at www.wdol.gov and are provided in Appendix F. The Contractor shall post a copy of the prevailing rates of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the

applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the Contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the Owner, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. Contractor is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and Contractor and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

(f) In addition to the California Labor Code requirements related to certified payroll records enumerated herein the Contractor shall submit weekly certified payrolls and comply with all payroll requirements in Section 00700-4.5.12, Certified Payrolls and Labor Compliance, and Section 00900, **CONTRACT PROVISIONS OF THE STATE WATER RESOURCES CONTROL BOARD**. Contractor and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776. Contractor is responsible for ensuring compliance with this section. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. The payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request

to the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. The Contractor shall inform the Owner of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the Owner, forfeit one hundred (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties. In addition to the California Labor Code requirements related to apprentices the Contractor shall comply with the requirements in Section 00700-4.5.2, Apprentices, and Section 00900, **CONTRACT PROVISIONS OF THE STATE WATER RESOURCES CONTROL BOARD**.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If the Contractor, in the sole discretion of the Owner satisfies the Owner of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work.

The Notice to Proceed with the Work will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons it employs or may employ in carrying out the Work. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the Owner as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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."

A subcontractor is not allowed to commence work on the Project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the Owner's review and records.

- (i) In accordance with the provisions of Section 1727 of the California Labor Code, the Owner, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the Owner.
5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the bid proposal of Contractor, then this Agreement shall control, and nothing herein contained shall be considered as an acceptance of the terms of the proposal conflicting herewith.
 6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify to the extent prohibited by Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, Time Allowed for Completion.
8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of acceptance of the Work under this agreement by the Owner, to repair or replace any part of the work performed hereunder that is defective on account of the use of inferior or defective materials, equipment or workmanship. If, within this period, any repairs or replacements in connection with the Work are, in the opinion of the Owner,

rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from Owner, and without expense to Owner, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed within ten days to comply with the terms of this guarantee, Owner may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before completion of all the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and Owner on or before the item is placed in continuous service.

The correction period shall apply to any replacement materials, equipment or work starting on the date the Owner accepts the replacement as complete.

Any and all other special guarantees which may be applicable to definite parts of the work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price which bond shall be on the forms provided by the Owner in Section 00610, **PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work, performance of all requirements of the Contract Documents, and payment of all the Contractor's obligation under the Contract Documents. The bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety approved by the Owner. The corporate surety shall be authorized to conduct business in California. At its discretion, the Owner may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the Owner. At its discretion, the Owner may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code. This bond shall remain in effect at least until one year after the Date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents.
10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form

provided by the Owner in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety approved by the Owner. The corporate surety shall be authorized to conduct business in California. At its discretion, the Owner may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the Owner. At its discretion, the Owner may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The form of the Performance (Section 00610) and Payment (Section 00620), Bonds are provided by the Owner as part of the Contract Documents. Only such bond forms provided by the Owner are acceptable and shall be executed by corporate sureties who are admitted surety insurers in the state of California in accordance with applicable law and acceptable to the Owner. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within seven (7) days thereafter substitute another Bond and surety, which must be acceptable to the Owner.

All bonds required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Subject to applicable law, such surety companies shall also meet such additional requirements and qualifications as provided in the General Conditions, Section 00700-1.8, **Bonds**.

12. The Contractor may substitute securities for the amounts retained by the Owner to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.
13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or

structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Design Consultant, Construction Manager nor any of their agents, consultants, volunteers, or employees.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.
15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Owner 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. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.
16. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the Owner, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.
17. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractor if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

18. The acceptance of each payment made to Contractor under this Agreement shall constitute a warranty that all subcontractors, laborers and material suppliers on the Project have been paid for all work, material, labor provisions, provender, equipment, or other supplies and efforts made toward the construction of improvements.
19. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
20. COMPLIANCE WITH LAW. The Owner is a public agency. All provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.
21. Contract Documents. The following documents are incorporated into and made part of this Contract by this reference:

Notice Inviting Bids Section 00010
 Signatures and Stamps
 Instructions to Bidders Section 00100
 Bid Form and Bid Schedule
 List of Subcontractors
 Bidder's Bond
 Equipment Questionnaire
 Site Visit Affidavit
 Instrumentation and Control System Supplier Questionnaire
 Certification of Bidder's Experience and Qualifications
 Certification of Electrical Subcontractor's Experience and Qualifications
 Affidavit of Safety Compliance
 Performance Bond
 Payment Bond
 Workers' Compensation Insurance Certification
 Insurance Certificates and Endorsements
 Non-Collusion Declaration
 Iran Contracting Act Certification
 Public Works Contractor Registration Certification
 Escrow Agreement
 General Conditions, Section 00700
 Supplementary General Conditions, Section 00800
 State Water Resources Control Board Provisions, Section 00900
 Division I - General Requirements, Sections 01000 through 01999
 Technical Specifications, Divisions 2 - 16 - prepared by Black & Veatch Corporation, titled Construction of the Paso Robles Tertiary Treatment Facilities Project, including Vol. I-II, Conformed to Bid, dated May 2017
 Plans prepared by Black & Veatch Corporation, titled Construction of the Paso Robles Tertiary Treatment Facilities Project, Conformed to Bid, dated May 2017

Permits identified in Appendix G
Other Appendix documents

These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. Contractor shall comply with all requirements of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the order set forth in Section 1.7 – Order of Precedence - of the General Conditions (00700).

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF EL PASO DE ROBLES:

CONTRACTOR:

By: _____
Thomas Frutchey, City Manager

By: _____
(Authorized Representative of Contractor)

Dated: _____

Printed Name: _____

ATTEST:

Title: _____
(Attach Acknowledgment for Authorized Representative of Contractor)

Kristen L. Buxkemper, Deputy City Clerk

License No. _____

APPROVED AS TO FORM:

Dated: _____

Kevin Wang, Assistant City Attorney

(Contractor Signatures must be Notarized)

END OF SECTION