

**AGREEMENT FOR PUBLIC IMPROVEMENT**  
**TROUSDALE PUMP REHAB PROJECT**

THIS AGREEMENT, made in duplicate and entered into in the City of Burlingame, County of San Mateo, State of California on \_\_\_\_\_, 2019 by and between the CITY OF BURLINGAME, a Municipal Corporation, hereinafter called "City", and PUMP REPAIR SERVICE CO. a California Corporation, hereinafter called "Contractor."

**WITNESSETH:**

**WHEREAS**, City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided for and to authorize execution of this Contract; and

**WHEREAS**, pursuant to State law and City requirements, a notice was duly published for bids for the contract for the improvement hereinafter described; and

**WHEREAS**, on August 19, 2019 after notice duly given, the City Council of Burlingame awarded the contract for the construction of the improvements hereinafter described to Contractor, which the Council found to be the lowest responsive, responsible bidder for these improvements; and

**WHEREAS**, City and Contractor desire to enter into this Agreement for the construction of said improvements.

**NOW, THEREFORE, IT IS AGREED** by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work described in those Contract Documents entitled: TROUSDALE PUMP REHAB PROJECT.

2. The Contract Documents.

The complete contract between City and Contractor consists of the following documents: this Agreement; Notice Inviting Sealed Bids, attached hereto as Exhibit A; the accepted Bid Proposal, attached hereto as Exhibit B; the specifications, provisions, addenda, complete plans, profiles, and detailed drawings contained in the bid documents titled "Trousedale Pump Rehab Project" attached as Exhibit C; the State of California Standard Specifications 2010, as promulgated by the California Department

of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds; which are collectively hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

### 3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment of the work above agreed to be done, the sum of One Hundred Seven Thousand, Six Hundred Seven dollars (\$107,607), called the "Contract Price". This price is determined by the lump sum and unit prices contained in Contractor's Bid. In the event authorized work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid for at the unit prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

### 4. Termination

At any time and with or without cause, the City may suspend the work or any portion of the work for a period of not more than 90 consecutive calendar days by notice in writing to Contractor that will fix the date on which work will be resumed. Contractor will be granted an adjustment to the Contract Price or an extension of the Time for Completion, or both, directly attributable to any such suspension if Contractor makes a claim therefor was provided in the Contract Documents.

The occurrence of any one or more of the following events will justify termination of the contract by the City for cause: (1) Contractor's persistent failure to perform the work in accordance with the Contract Documents; (2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; (3) Contractor's disregard of the authority of the Engineer; or (4) Contractor's violation in any substantial way of any provision of the Contract Documents. In the case of any one or more of these events, the City, after giving Contractor and Contractor's sureties seven calendar days written notice of the intent to terminate Contractor's services, may initiate termination procedures. Such termination will not affect any rights or remedies of City against Contractor then existing or that accrue thereafter. Any retention or payment of moneys due Contractor will not release Contractor from liability. At the City's sole discretion,

Contractor's services may not be terminated if Contractor begins, within seven calendar days of receipt of such notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of such notice.

Upon seven calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 5. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

#### 6. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to the City shall be addressed as follows:

Mr. Tim McAuliffe  
Water Division Manager  
City of Burlingame  
1361 N. Carolan Avenue  
Burlingame, California 94010

Notices required to be given to Contractor shall be addressed as follows:

Mr. Wayne Archer  
Pump Repair Service Co.  
405 Allan Street  
San Francisco, CA 94134

#### 7. Interpretation

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

8. Waiver or Amendment.

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Contractor. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

9. Controlling Law.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

10. Successors and Assignees.

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto but may not be assigned by either party without first obtaining the written consent of the other party.

11. Severability.

If any term or provision of this Agreement is deemed invalid, void, or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

12. Indemnification.

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability

under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**IN WITNESS WHEREOF**, two identical counterparts of this Agreement, consisting of five pages, including this page, each of which counterparts shall for all purposes be deemed an original of this Agreement, have been duly executed by the parties hereinabove named on the day and year first hereinabove written.

CITY OF BURLINGAME,  
a Municipal Corporation

"CONTRACTOR"

By \_\_\_\_\_  
Lisa K. Goldman, City Manager

By \_\_\_\_\_  
Print Name:  
Company Name:

Approved as to form:

\_\_\_\_\_  
Kathleen Kane, City Attorney

ATTEST:

\_\_\_\_\_  
Meaghan Hassel-Shearer, City Clerk

## TROUSDALE PUMP REHAB PROJECT

TO THE CITY OF BURLINGAME, CALIFORNIA:

Proposal  
Page 1

## TROUSDALE PUMP REHAB PROJECT

If a corporation, organized under the laws of the state of: California,

Nature of firm (corporation, partnership, etc.) and names of individual members of the firms, or names and titles of officers of the corporation:

Name Wayne Archer Title President

Name Dave Archer Title Vice President

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

## TROUSDALE PUMP REHAB PROJECT

**DESIGNATION OF SUBCONTRACTORS**(Public Contract Code Sections 4100 *et seq.*)**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL  
TROUSDALE PUMP REHAB PROJECT**

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or \$10,000 whichever is greater.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

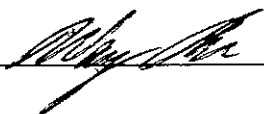
Pursuant to Public Contract Code Section 6109, Contractor shall not allow or permit any subcontractor that is ineligible to perform work on a public works project pursuant to Labor Code Section 1777.1 or 1777.7, to perform any work on this Project.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this proposal and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]



## LIST OF SUBCONTRACTORS

NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR	<u>STATE</u> <u>CONTRACTORS</u> <u>LICENSE #</u>	DIR REGISTRATION #	WORK TO BE DONE BY SUBCONTRACTOR
Cal Safety Inc.	4366 Enterprise Street Fremont, CA 94538	618501	1000016930	Lane Closure
Big Ed's Crane Svc	P.O. Box 1552 El Granada, CA 94018	836329		Crane Service

NAME OF BIDDER: Pump Repair Service Co / Wayne ArcherSignature: 

**STATEMENT OF EXPERIENCE QUALIFICATIONS**  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL  
**TROUSDALE PUMP REHAB PROJECT**

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The bidder has been engaged in the contracting business, under the present business name, for 78 years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

\_\_\_\_\_

\_\_\_\_\_

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

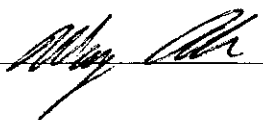
YEAR	TYPE OF WORK PROJECT NAME	CONTRACT AMOUNT	LOCATION	FOR WHOM PERFORMED	CONTACT NAME AND PHONE NO.
2019	Vertical turbine pump Alum Rock	\$48,000.00	San Jose	San Jose Water	Blake Chetcuit (408) 279-7820
2018	Vertical turbine pump Tully Road	\$46,000.00	San Jose	San Jose Water	Blake Chetcuit (408) 279-7820
2018	Vertical turbine pump Rudy Hills	\$36,000.00	Pleasanton	City of Pleasanton	Ryan Ravalin (925) 354-0476
2019	Vertical turbine pump Castlewood	\$57,000.00	Pleasanton	City of Pleasanton	Ryan Ravalin (925) 354-0476
2019	Vertical turbine pump Desal Plant	\$42,000.00	Fremont	Alameda County Water	Bob Marsheck (510) 668-6546
2019	Vertical turbine pump Whitfield	\$39,000.00	Fremont	Alameda County Water	Bob Marsheck (510) 668-6546
2019	Vertical turbine pump Park Pacifica	\$41,000.00	Pacifica	North Coast Water	Norm Regnart 650-576-1517
2019	Vertical turbine pump Crane Ridge	\$32,000.00	San Jose	City of San Jose	Ruben Torres (408) 794-6779

## TROUSDALE PUMP REHAB PROJECT

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, CAPACITY	CONDITION	LOCATION
1	Ford F150 Service Truck	Good	Prsco Shop
1	17 Ton Boom Truck	Good	Prsco Shop

NAME OF BIDDER: Pump Repair Service Co / Wayne Archer

Signature: 

**NON-COLLUSION DECLARATION**

(PUBLIC CONTRACT CODE SECTION 7106)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL  
TROUSDALE PUMP REHAB PROJECT

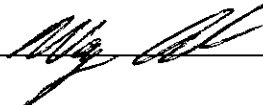
I, Wayne Archer, declare under penalty of perjury that I am (sole owner, partner, president, etc.) of Pump Repair Service Co, Inc., the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA.  
(City, State)

Dated: July 18, 2019

NAME OF BIDDER: Pump Repair Service Co / Wayne Archer

Signature



**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
TROUSDALE PUMP REHAB PROJECT

In accordance with Public Contract Code Section 10285.1 (Stats. 1985, Ch. 376), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has\_\_\_\_\_, has not   X   been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES ABOVE.]

The above Statement is part of the Proposal. Bidders are warned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA.  
(City, State)

Dated: July 18, 2019

NAME OF BIDDER: Pump Repair Service Co / Wayne Archer

Signature \_\_\_\_\_



**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

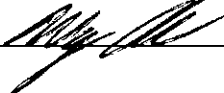
No   X   Yes                     

If the answer is yes, explain the circumstances below:

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA.  
(City, State)

Dated: July 18, 2019

NAME OF BIDDER: Pump Repair Service Co / Wayne Archer

Signature 

**Public Contract Code 10232 Statement**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at San Francisco, CA.  
(City, State)

Dated: July 18, 2019

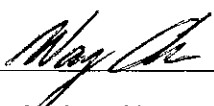
NAME OF BIDDER: Pump Repair Service Co / Wayne Archer

Signature 

**BID SCHEDULE:**

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization, including crane truck	LS	LS	6100.00	18300.00
2	Traffic Control	LS	LS	4500.00	13500.00
3	Remove, repair and reinstall vertical turbine pump	3	EACH	9092.00	27276.00
4	Remove, repair and reinstall motor	3	EACH	16177.00	48531.00
<b>TOTAL BASE BID ITEMS 1 - 4</b>					<b>\$ 107607.00</b>

**The successful lowest responsible bidder will be determined on the basis of the lowest Total Base Bid amount.**

BIDDING CONTRACTOR'S SIGNATURE: 

BIDDING CONTRACTOR'S NAME: Wayne Archer / Pump Repair Service Company

CONTRACTOR'S LICENSE NO.: 263997 EXPIRATION DATE: 9/30/19

CONTRACTOR'S ADDRESS: 405 Allan Street, San Francisco, CA 94134

CONTRACTOR'S TELEPHONE NO.: 415-467-2150

DATE: July 18, 2019

**NOTES:**

1. A proposal must include a total estimated amount together with an estimated amount for each item listed herein. Failure to do so may cause the proposal to be considered nonresponsive.
2. All quantities are estimated except where the unit is given as "LS".
3. Job prices shall cover all work complete and finished in accordance with the Contract Documents.