

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**AGREEMENT**

THIS AGREEMENT is made at San Leandro, California, as of February 7, 2023 | 7:01:50 AM PST, by and between **Spencion Construction, 3170 Crow Canyon pl. #250 San Ramon, CA 94583 Phone: (925) 984-2581**, hereinafter called Contractor, and the **CITY OF SAN LEANDRO**, a municipal corporation, hereinafter called City, who agree as follows:

Recitals

The City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor and of proceedings had and taken by the City Council of the City leading up thereto:

1. **WORK TO BE DONE:** The work to be done consists of **curb ramp upgrades**; and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled **“Curb Ramp Upgrades for Paving 2021-23”** for the ‘Base Bid Plus Additive Alternate A’ option, now on file in the office of the **Engineer** of said City.
2. **TIME OF PERFORMANCE:** The work under this contract shall commence and be completed in accordance with the times therefore prescribed in the specifications for said work.
3. **PAYMENT:** The City will pay the Contractor for the performance of said work the prices as stated in the Contract Price Schedule for the ‘Base Bid plus Additive Alternate A, and at the times and in the manner prescribed in the specifications.
4. **COMPONENT PARTS:** This Agreement shall consist of the following documents, each of which is on file in the office of the **Engineer** of said City, and all of which are incorporated herein and made a part hereof by reference thereto:
  - A. This Agreement and Contract Price Schedule
  - B. Notice to Bidders
  - C. Proposal Requirements
  - D. Resolution Approving Plans and Specifications and Calling for Bids
  - E. Accepted Proposal
  - F. Special Provisions
  - G. Plans (*Attachments A and B in Contract Book*)
  - H. Standard Specifications
  - I. Faithful Performance Bond
  - J. Payment Bond
  - K. Maintenance Bond
  - L. Project Addenda, if any

5. **WAGE SCALE:** Reference is hereby made to the General Wage Determination made by the Director of Industrial Relations and adopted by Resolution No. 77-236 of the City Council. Reference thereto is further made in the instructions and information to bidders. The provisions of the General Wage Determination made by the Director of Industrial Relations and Resolution No. 77-236 are hereby specified as the rate of prevailing wages to be paid workers on this project. For purposes of Labor Code section 1781, this project is a “public work” to which Labor Code section 1771 applies, and the Contractor and all listed or unlisted subcontractors must perform the work as a “public work.” The Contractor has the responsibility for determining what is required to comply with its obligations under Labor Code section

1771. Any decision by the Contractor or any listed or unlisted subcontractor not to comply with Labor Code section 1771 is at the Contractor’s or subcontractor’s sole risk.

6. **LABOR CODE COMPLIANCE:** Contractor indemnifies and holds harmless the City, its officers, officials, and employees, from and against claims, liability, and damages arising from any alleged violation of the California Labor Code asserted against the City due to the alleged acts or omissions of the Contractor or any listed or unlisted subcontractor used on the project.

7. **CLAIMS:** The City has the full authority to compromise or settle any claim relating to this project. The City will timely notify the Contractor if the City receives any third-party claim relating to this project.

IN WITNESS WHEREOF, City has caused these presents to be executed by its officers, thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

**CITY OF SAN LEANDRO**  
A Municipal Corporation

**SPENCON CONSTRUCTION**  
Contractor

DocuSigned by:  
By: *Fran Robustelli*  
C063C023AF624E3...  
Frances Robustelli, City Manager

DocuSigned by:  
By: *Spencer Stahl*  
8390FF091C3A467...  
Spencer Stahl, VP of Operations

Date: February 14, 2023 | 7:59:56 PM PST

By: Spencer Stahl

DocuSigned by:  
Attest: *Kelly B. Clancy*  
F21D2CCCC7F54D6...  
Kelly Clancy, Acting City Clerk

Date: February 7, 2023 | 7:01:50 AM PST

**APPROVED AS TO FORM:**



DocuSigned by:  
*Richard Pio Roda*  
7841538F0D5F470...  
Richard Pio Roda, City Attorney

DocuSigned by:  
*Mayette Bailey*  
CFC89F52127D423...  
T. Michael Yuen, Finance Director

Account No.(s) 190-31-804-5240    X    X

DocuSigned by:  
*Sheila Marquises*  
SDE377AEE411498...  
Sheila Marquises, Engineering and Transportation Director

**ACKNOWLEDGMENT**

State of California  
County of Alameda)

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 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)

**CONTRACT PRICE SCHEDULE**

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (B) (in Figures)	TOTAL PRICE (AxB) (in Figures)
<b>BASE BID ITEMS</b>						
1.	Mobilization, Staging, and Stockpiling per Section 7-8.4 and 9-3.4	1	LS	Ten Thousand Dollars	\$10,000	\$10,000
2.	Temporary Traffic Control per Section 600	1	LS	Fifty Thousand Dollars	\$50,000	\$50,000
3.	Curb Cut Ramp Type A or B per Section 303-5.9	96	EA	Five Thousand Dollars	\$5,000	\$480,000
4.	Curb Cut Ramp Type C or D per Section 303-5.9	187	EA	Five Thousand Dollars	\$5,000	\$935,000
5.	Dome and Landing Replacement per Section 303-5.9	60	EA	Two Thousand Three Hundred Dollars	\$2,300	\$138,000
6.	Gutter Replacement per Section 302-5.9	29	EA	Two Thousand Five Hundred Dollars	\$2,500	\$72,500
7.	Retaining Curb Replacement per Section 303-5.9	4	EA	One Thousand Five Hundred Dollars	\$1,500	\$6,000
8.	Sidewalk per Section 303-5.9	7,500	SF	Sixteen Dollars	\$16	\$120,000
9.	Curb and Gutter per Section 303-5.9	1,200	LF	Ninety Five Dollars	\$95	\$114,000
10.	AC Tie In per Section 302-5.9	1,500	SF	Fifteen Dollars	\$15	\$22,500
11.	Concrete Valley Gutter / Apron per Section 303-5.9	2,000	SF	Forty Dollars	\$40	\$80,000
12.	Curb Storm Inlet Adjustment within Ramp Flare per 303-1.1.1	20	EA	One Thousand Five Hundred Dollars	\$1,500	\$30,000
13.	Relocate roadside sign on new post per Section 315	25	EA	Four Hundred Fifty Dollars	\$450	\$11,250

**CONTRACT PRICE SCHEDULE**

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (B) (in Figures)	TOTAL PRICE (AxB) (in Figures)
<b>ADDITIVE ALTERNATE A ITEMS</b>						
1A.	Mobilization, Staging, and Stockpiling per Section 7-8.4 and 9-3.4	1	LS	Four Thousand Five Hundred Dollars	\$4,500	\$4,500
2A.	Temporary Traffic Control per Section 600	1	LS	Fifteen Thousand Dollars	\$15,000	\$15,000
3A.	Curb Cut Ramp Type A or B per Section 303-5.9	4	EA	Five Thousand Dollars	\$5,000	\$20,000
4A.	Curb Cut Ramp Type C or D per Section 303-5.9	44	EA	Five Thousand Dollars	\$5,000	\$220,000
5A.	Dome and Landing Replacement per Section 303-5.9	16	EA	Two Thousand Three Hundred Dollars	\$2,300	\$36,800
6A.	Gutter Replacement per Section 303-5.9	22	EA	Two Thousand Five Hundred Dollars	\$2,500	\$55,000
7A.	<i>Not Used</i>	--	--	---	---	---
8A.	Sidewalk per Section 303-5.9	1,100	SF	Sixteen Dollars	\$16	\$17,600
9A.	Curb and Gutter per Section 303-5.9	180	LF	Ninety Five Dollars	\$95	\$17,100
10A.	AC Tie In per Section 302-5.9	250	SF	Fifteen Dollars	\$15	\$3,750
11A.	Concrete Valley Gutter / Apron per Section 303-5.9	300	SF	Forty Dollars	\$40	\$12,000
12A.	<i>Not Used</i>	--	--	---	---	---
13A.	<i>Not Used</i>	--	--	---	---	---

**TOTAL BASE BID + ADDITIVE ALTERNATE A:****Two Million Four Hundred Seventy One Thousand Dollars**

(In Words)

**TOTAL BASE BID + ADDITIVE ALTERNATE A:****\$2,471,000**

(In Figures)

**UNITS OF MEASURE:**

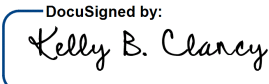
<b>Abbreviation</b>	<b>Word or Words</b>
<b>LF</b>	<b>Linear Feet</b>
<b>SF</b>	<b>Square Feet</b>
<b>SY</b>	<b>Square Yards</b>
<b>CY</b>	<b>Cubic Yards</b>
<b>TN</b>	<b>Tons (2,000 lbs./907.2 kgs.)</b>
<b>LS</b>	<b>Lump Sum</b>
<b>EA</b>	<b>Each</b>
<b>MO</b>	<b>Months</b>

**NOTE:** The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with section 3-2 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by signing this proposal, that the bidder has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 7-4 of the Standard Specifications, the Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

Signed:  \_\_\_\_\_  
F21DZCCCC7F54D6...

Date: February 16, 2023 | 2:47:11 PM PST  
\_\_\_\_\_

kelly B. Clancy  
\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

835 East 14th Street  
\_\_\_\_\_  
San Leandro, CA 94577  
\_\_\_\_\_  
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\_\_\_\_\_

Business Phone: ( ) 510-577-3366  
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