

Successor Agency to Contra Costa County Redevelopment Agency



Countywide Oversight Board

Wednesday, December 5, 2018 – 2:00 pm
Department of Conservation and Development
Zoning Administrator Meeting Room
30 Muir Road, Martinez, CA 94553

Federal Glover, Board of Supervisors
Peter Murray, Mayor's Conference
Susan Morgan - Special Districts
John Hild - CCC Superintendent of Schools
Vicki Gordon - Contra Costa Community College District
Jack Weir - Member of the Public
Kristen Lackey, Local 21 - Former RDA Employee

1. Call to Order/Roll Call/Pledge of Allegiance
2. Public Comment (3 Minutes/speaker) for any topic NOT on the agenda and within the purview of the Oversight Board.
Time is allotted under Public Comment for those persons who wish to speak for up to three minutes on any item NOT on the agenda. Persons who wish to speak on matters on the agenda will be heard for up to three minutes when the Chair calls for comments. After persons have spoken on an agenda item, the hearing can be closed by the Chair and the matter is subject to discussion and action by the Oversight Board. Persons wishing to speak are requested to fill out a speaker card.
3. Consent items
All matters listed under Consent Items are considered by the Oversight Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Oversight Board or a member of the public prior to the time the Oversight Board votes on the motion to approve the Consent Items.

Minutes

1. APPROVE of the Record of Meeting for September 24, 2018

Contracts

2. Adopt Resolution 2018-04 Approving the Richmond Successor Agency's execution of a Construction Agreement with R.V. Stitch Construction, Inc., for the Miraflores Baxter Creek Wall Avenue Storm Drain Improvements Project

4. Future Agenda Items

5. Adjourn to the January 28, 2019 meeting

The Oversight Board will provide reasonable accommodations for persons with disabilities planning to attend the meeting who contact Anna Battagello at least 72 hours before the meeting, at (925) 674-7884.

Materials distributed for the meeting are available for viewing at:

- Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553
- Contra Costa County – Countywide Oversight Board Website

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Successor Agency to Contra Costa County Redevelopment Agency



Countywide Oversight Board Record of Meeting

Monday, September 24, 2018 – 9:30 am
Department of Conservation and Development
Zoning Administrator Meeting Room
30 Muir Road, Martinez, CA 94553

1. Call to Order/Roll Call/Pledge of Allegiance –
 - Federal Glover, Board of Supervisors- present
 - Peter Murray, Mayor's Conference- present
 - Susan Morgan - Special Districts- present
 - John Hild - CCC Superintendent of Schools - present
 - Vicki Gordon - Contra Costa Community College District - present
 - Jack Weir - Member of the Public- present
 - Kristen Lackey, Local 21 - Former RDA Employee – present
 - Maureen Toms – Staff
 - Bob Campbell – County Auditor Controller
2. Administer the Oath of Office to Oversight Board Members and Oversight Board Introduction
All members recited the oath of office and signed a hard copy for the file
3. Receive Summary of the Countywide Oversight Board and Adopt Bylaws for the Countywide Oversight Board - Maureen Toms provided a brief overview of the oversight board and dissolution of redevelopment. The Oversight Board adopted the bylaws as presented. (M/S - K. Lackey/V. Gordon- 7-0-0)
4. Appoint Oversight Board Chair and Vice Chair Vicki Gordon was appointed Chair (M/S - J. Weir/P. Murray-7-0-0) and Jack Weir was appointed Vice Chair (M/S - V. Gordon/K. Lackey – 7-0-0). The term for chair and vice chair was determined to be two years (M/S - F. Glover/P. Murray – 7-0-0)
5. Designate the Secretary to the Countywide Oversight Board Maureen Toms was designated Secretary to the Countywide Oversight Board (M/S - S. Morgan/F. Glover – 7-0-0)
6. Public Comment (3 Minutes/speaker) for any topic NOT on the agenda and within the purview of the Oversight Board. No public comments

Time is allotted under Public Comment for those persons who wish to speak for up to three minutes on any item NOT on the agenda. Persons who wish to speak on matters on the agenda will be heard for up to three minutes when the Chair calls for comments. After persons have spoken on an agenda item, the hearing can be closed by the Chair and the matter is subject to discussion and action by the Oversight Board. Persons wishing to speak are requested to fill out a speaker card.

7. Consent items

No Consent Items.

All matters listed under Consent Items are considered by the Oversight Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Oversight Board or a member of the public prior to the time the Oversight Board votes on the motion to approve the Consent Items. No Consent Items

8. Items for Discussion and/or Action

- a. Adopt Resolution 2018-01 Approving the Pleasant Hill Successor Agency Amended Recognized Obligation Payment Schedule (ROPS) for January 1- June 30, 2019 (Amended ROPS 18-19B) - Resolution 2018-01 was adopted (M/S – S. Morgan/F. Glover – 7-0-0)
- b. Adopt Resolution 2018-02 Approving the San Pablo Successor Agency Last and Final Recognized Obligation Payment Schedule (ROPS) Resolution 2018-02 was adopted (M/S F. Glover/J. Weir – 7-0-0)
- c. Adopt Resolution 2018-03 Approving the Richmond Successor Agency Amended Recognized Obligation Payment Schedule (ROPS) for January 1- June 30, 2019 (Amended ROPS 18-19B) Resolution 2018-03 was adopted (M/S - F. Glover/J. Weir – 7-0-0)

8. Future Agenda Items - ROPS 19-20 will be considered in January

9. Adjourn

The Oversight Board will provide reasonable accommodations for persons with disabilities planning to attend the meeting who contact Anna Battagello at least 72 hours before the meeting, at (925) 674-7884.

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- Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553
- Successor Agency to the Contra Costa County Redevelopment Agency Website

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CONTRA COSTA COUNTYWIDE OVERSIGHT BOARD REPORT



DATE: DECEMBER 5, 2018

TO: CONTRA COSTA COUNTYWIDE OVERSIGHT BOARD

FROM: THE SUCCESSOR AGENCY TO THE RICHMOND COMMUNITY REDEVELOPMENT AGENCY

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTION OF THE CONSTRUCTION AGREEMENT WITH R.V. STICH CONSTRUCTION, INC. FOR CONSTRUCTION OF THE WALL AVENUE STORM DRAIN IMPROVEMENTS PROJECT AS PART OF THE MIRAFLORES BAXTER CREEK PHASE 1 PROJECT

STATEMENT OF THE ISSUE:

Following a public bid process, staff has determined that R.V. Stich Construction, Inc. ("R.V. Stich") demonstrated itself as the lowest responsive bidder for construction of the Wall Avenue Storm Drain Improvements ("Project"). Staff is requesting authorization to execute a Construction Agreement with R.V. Stich for the Project in an amount of \$859,710.00 for the Base Bid plus a 10% contingency for a grand total not-to-exceed amount of \$945,681.00.

RECOMMENDED ACTION:

ADOPT a resolution authorizing the execution of a Construction Agreement for the Wall Avenue Storm Drain Improvements Project with R.V. Stich Construction, Inc. The total shall be the Base Bid amount of \$859,710.00 per the plans and specifications for the project plus \$85,971.00 for a construction contingency of 10% to render a grand total not-to-exceed amount of \$945,681.00.

FINANCIAL IMPACT OF RECOMMENDATION:

The Miraflores Greenbelt - Baxter Creek Project, that includes upgrades to Wall Avenue, was approved in the Richmond Successor Agency's Recognized Obligation Payment Schedule (ROPS 18-19).

DISCUSSION:

The Baxter Creek Phase 1 Project sits within the Miraflores development site and is part of the 4.5 acre Miraflores Sustainable Community Greenbelt project. When completed this multi phased landscape construction project will transform an underutilized former nursery site into a new neighborhood park. The Baxter Creek Phase 1 Project portion of Miraflores has been developed in accordance with engineering design and public input to provide for abandoning an existing Caltrans culvert in order to daylight Baxter Creek and restore the floodplain, creating a multi-benefit project that provides flood attenuation, an urban forest, open space and habitat in a highly urbanized watershed. Site Preparation includes dewatering, demolition, clearing and grubbing, grading and earthwork, and soil and debris off-haul.

This work effort also includes the daylighting of the creek channel, Wall Avenue Plaza and the Wall Avenue Storm Drain Improvements project. The storm drain takes the overflow from Baxter Creek and channels it into a newly designed culvert system built to withstand the high volume of water which in certain wet weather conditions has caused high-level flooding in and around the 49th Street and Wall Avenue residential areas. The Miraflores development will feature public access, a multi-use trail connecting to the Richmond Greenway to the north, a riparian meadow, lawn for recreation, community gathering areas/gardens, interpretive features that recognize the unique cultural and environmental aspects of the site.

The Contra Costa Countywide Oversight Board approved the Amended ROPS 18-19B to address increased construction costs related to this project at its September 24, 2018 regular meeting. The documents were submitted to the State Department of Finance (DOF) on October 1, 2018. The DOF is now requesting Countywide Oversight Board approval of the construction agreement.

DOCUMENTS ATTACHED:

Attachment 1 – Construction Agreement
Attachment 2 – Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD, CONTRA COSTA COUNTY AUTHORIZING EXECUTION OF A CONSTRUCTION AGREEMENT WITH R.V. STICH CONSTRUCTION, INC. FOR CONSTRUCTION OF THE MIRAFLORES BAXTER CREEK WALL AVENUE STORM DRAIN PROJECT

WHEREAS, the City of Richmond intends to remove blighted conditions and promote smart growth in the Park Plaza neighborhood by developing 80 permanently affordable units for seniors commonly known as the Miraflores Senior development; and

WHEREAS, the Baxter Creek Phase 1 Project sits within the Miraflores development site and is part of the 4.5 acre Miraflores Sustainable Community Greenbelt project; and

WHEREAS, the Miraflores Greenbelt - Baxter Creek Phase 1 project will include daylighting Baxter Creek and restoring the floodplain, creating an urban forest and open space and habitat in a highly urbanized watershed; and

WHEREAS, the Wall Avenue Storm Drain Project (“Project”) is immediately adjacent to and is an integral part of the Baxter Creek Phase 1 daylighting and realignment development and directly supports the Baxter Creek Phase 1 project; and

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted, and the Governor signed, companion bills AB 1X 26 and AB 1X 27, requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to make certain payments; and

WHEREAS, a Petition for Writ of Mandate was filed in the Supreme Court of the State of California on July 18, 2011 (*California Redevelopment Association v. Ana Matosantos, et al.*, Case No. S194861), challenging the constitutionality of AB 1X 26 and AB 1X 27 on behalf of cities, counties and redevelopment agencies and requesting a stay of enforcement; and

WHEREAS, on December 29, 2011 the Supreme Court issued its final decision in the aforesaid litigation, upholding AB 1X 26, invalidating AB 1X 27 and extending all statutory deadlines under AB 1X 26, essentially dissolving all redevelopment agencies throughout the State effective February 1, 2012; and

WHEREAS, AB 1X 26 provides that successor agencies be designated as successor entities to the former redevelopment agencies, and provides that, with certain exceptions, all authorities, rights, powers, duties and obligations previously vested with the former redevelopment agencies, under the California Redevelopment Law, are vested in the successor agencies; and

WHEREAS, in accordance with Health and Safety Code (“HSC”) Section 34173, the Successor Agency to the Richmond Community Redevelopment Agency (“Successor Agency”) was created on January 24, 2012; and

WHEREAS, the California State Department of Finance, by its letter of April 4, 2018, approved ROPS 18-19AB, which approval determined the Project qualifies as an enforceable obligation; and

WHEREAS, HSC 34177 (a) requires that the Successor Agency make payments on debts and enforceable obligations listed on the approved ROPS; and

WHEREAS, Successor Agency staff conducted a bid process in accordance with Successor Agency and City of Richmond policies and desires to award the contract for the construction of the Project to the lowest, qualified, responsive bidder; and

WHEREAS, on May 24, 2018, following the advertised public bid process for construction, R.V. Stich Construction, Inc. (“R.V. Stich”) demonstrated itself to be the lowest, qualified, responsive, responsible bidder for the Project, and

WHEREAS, The Richmond Successor Agency desires to award a construction agreement to R.V. Stich for the Project in an amount not-to-exceed \$945,681; and

WHEREAS, by the Oversight Board report accompanying this Resolution, the Countywide Oversight Board, Contra Costa County (“Board”) has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED that the Board finds the above recitals are true and correct and have served, together with the Oversight Board Report, as the basis for the findings and actions set forth in this Resolution.

BE IT FURTHER RESOLVED that the Board hereby approves the award of a construction agreement to R.V. Stich Construction, Inc. for the construction of the Project in the amount of \$859,710 for the Base Bid, plus 10% to address unforeseen construction changes for a total-not-to-exceed amount of \$945,681.

ADOPTED by the Countywide Oversight Board, Contra Costa County, at a meeting of the Board held on December 5, 2018 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

Oversight Board Secretary

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CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into this 17th day of July, 2018, by and between the Successor Agency to the Richmond Community Redevelopment Agency, an entity created and organized under AB 1X26 enacted by the California Legislature on June 28, 2011, and AB 1484 enacted by the California Legislature on June 27, 2012 (the “Dissolution Acts”) (“Successor Agency”) and R.V. Stich Construction, Inc. (“Contractor”), with reference to the following facts. The parties may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

RECITALS

A. The obligation to construct the Wall Avenue Storm Drain Improvements Project (“Project”) which is included in the approved Recognized Obligation Payment Schedules (“ROPS”) for the periods July 1, 2018 to June 30, 2019 (ROPS 18-19AB) as line item No. 123 “Miraflores Housing Baxter Creek”, approved by the Successor Agency Board at its meeting of January 16, 2018, and by the Oversight Board of the Successor Agency at its meeting of January 24, 2018, and in compliance with HSC 34177 (I).

B. The California State Department of Finance, by its letter of April 4, 2018, approved ROPS 18-19AB. This approval qualifies the Project as an enforceable obligation of the Successor Agency.

C. HSC 34177 (a) requires that the Successor Agency make payments on debts and obligations listed on the approved ROPS.

D. On May 24, 2018, the Successor Agency circulated an Invitation for Bids seeking contractors willing to undertake the construction of Wall Avenue Storm Drain Improvements project, located at the intersection of Wall Avenue and 49th St. (adjacent to the Miraflores Development site) in Richmond, CA (the “Project”).

E. Contractor submitted the lowest responsive bid and has been determined to be responsible.

F. Successor Agency now desires to contract with Contractor to furnish construction and related services for the Project.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I CONSTRUCTION OF PROJECT

Section 1.1 Contract Documents.

Project Specifications – including the Notice to Prospective Bidders, Invitation for Bids, Instructions to Bidders, Special Provisions, Description of Work, Construction Details (including all plans and specifications), and Proposal Package, along with any Requests for Information (RFI), responses to RFI, and addenda issued prior to the deadline for submitting bids – Contractor’s Proposal attached as Exhibit A, and this Agreement, constitute the “Contract Documents.”

Section 1.2 Construction.

Contractor shall furnish all labor, materials, methods, processes, implements, tools and machinery, within the time frames set, and do all the things necessary for the proper completion of the work shown and described in Contract Documents.

Section 1.3 Payments.

Contractor agrees to receive and accept the sums set forth in the Bid Schedule attached as part of the Proposal, as full compensation for furnishing all materials and doing all the work contemplated and required by this Agreement, and for all loss or damage arising out of the nature of the undertaking of the construction of the Project, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the construction of the Project until its completion and acceptance by the Successor Agency, and for all expenses incurred by or in consequence of the suspension or discontinuance of the construction of the Project, and for well and faithfully performing the construction of the Project and the whole thereof, in the manner and according to the Contract Documents.

Section 1.4 Discovery of Hazardous Waste or Unusual Conditions.

(a) Promptly and before the following conditions are disturbed, the Contractor shall notify the Successor Agency in writing of any:

- (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) The Successor Agency shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease

or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in this Agreement.

(c) In the event that a dispute arises between the Successor Agency and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 1.5 Laws and Regulations.

(a) The Project work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Contractor shall be responsible to the agency for the procurement and maintenance thereof.

(b) Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations now in force or that may be enacted hereafter; (ii) all conditions of Project approval and mitigation measures included in any adopted or certified environmental document prepared for the Project; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, provided that such direction given during construction does not conflict with conditions of Project approval or mitigation measures.

(c) Contractor shall and shall cause its subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations, and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of this Agreement, including any applicable City of Richmond employment requirements, including but not limited to the City's Living Wage Ordinance (Richmond Municipal Code Chapter 2.60), the City's Business Opportunity Ordinance (Richmond Municipal Code Chapter 2.50), and the City's Local Employment Program Ordinance (Richmond Municipal Code Chapter 2.56). During the construction of the Project, Contractor shall post at the construction site the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the Successor Agency) the City of Richmond and Successor Agency against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages in connection with construction of the Project. This Section 1.5(c) shall survive the termination of this Agreement.

(d) Contractor and all subcontractors shall maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker and others employed on the Project. Each payroll record shall contain or be verified by a

written declaration made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Labor Code Section 1771 (prevailing wage provisions), Section 1811 (eight-hour day, forty-hour week provisions), and Section 1815 (overtime compensation) for any work performed by his or her employees on the Project. The Contractor shall provide certified payroll records to the Successor Agency each week, no later than ten (10) days after the end of a weekly pay period. Pay records shall be maintained and made available in accordance with Labor Code Section 1776. In addition, Contractor shall and shall cause its subcontractors promptly to deliver to the Successor Agency, upon request, documents verifying compliance with the Living Wage Ordinance, which include documents which evidence that each affected employee has been notified regarding the wages required to be paid pursuant to the Living Wage Ordinance. Such wages shall also be posted at the construction site. This Section 1.5(d) shall survive the termination of this Agreement.

Section 1.6 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the Successor Agency and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project work. In so doing, Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required on the Project with the required advance notice as defined in the Project Specifications.

Section 1.7 Equal Opportunity.

(a) During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

(b) In addition, Contractor agrees to observe the provisions of Section 2.28.030 of the Richmond Municipal Code, obligating Contractor and its subcontractors to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religion, creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Section 1.8 Working Hours.

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day, and 40 hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall be assessed a penalty of twenty-five dollars (\$25) for each day a worker is employed in violation of these requirements.

Section 1.9 Insurance and Bond Requirements.

(a) In accordance with California Labor Code Section 3700, Contractor must secure Workers' Compensation coverage for its employees. Prior to performing any work, Contractor must execute a certification in the form set out at California Labor Code Section 1861.

(b) Contractor shall submit to the Successor Agency evidence of the insurance and payment and performance bond coverage meeting the requirements set forth in the Project Specifications. Proof of insurance and bonding related to the construction of the Project shall be provided to the Successor Agency not more than (10) days after award of the contract. The Successor Agency shall review and approve or disapprove of the evidence of insurance within twenty (20) days after submittal of complete information in the form required by the Successor Agency. If the Successor Agency disapproves the evidence of insurance, it shall specify in writing the reasons for such disapproval. Contractor shall resubmit the information required within ten (10) days. The review and submittal periods for resubmittals shall be reduced to a ten (10) day review period for the Successor Agency and a five (5) day period for resubmittal by Contractor and shall continue to apply until the Successor Agency approves the evidence of insurance coverage, but in no event shall the submittal and review period continue for more than forty-five (45) days. If, after forty-five (45) days the Contractor has not provided evidence of insurance and bond coverage meeting the requirements of the Successor Agency, the Successor Agency shall terminate the contract and may either award the work to the next lowest responsive responsible bidder or issue a new request for bids. (If the Successor Agency issues a new request for bids, the Contractor shall be disqualified from re-bidding the work because of the failure to provide timely proof of insurance and/or bond coverage.) No work shall be initiated on the Project prior to Contractor's receipt of the Successor Agency's approval of evidence of insurance coverage related to the construction of the Project.

(c) Contractor shall have furnished the Successor Agency with evidence of the insurance coverage meeting the insurance requirements set forth in Project Specifications for each subcontractor prior to initiating any work on the Project, including Builder's Risk insurance with appropriate coverage for the cost of construction. The periods for submittal, review and approval shall apply as stated in subparagraph (b) above.

(d) The Parties agree that notwithstanding the time requirements set forth in this subsection for submittal and resubmittal to the Successor Agency by the Contractor of the evidence of insurance and review and approval of the evidence of insurance by the Successor Agency, Contractor is responsible for ensuring that the evidence of insurance in approvable form is submitted to the Successor Agency in a timely manner.

Section 1.10 Security In Lieu of Retention.

(a) The Successor Agency shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.

1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Successor Agency, or with a state or federally chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
2. Alternatively, the Contractor may request and the Successor Agency shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(b) If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "Owner," _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ____ in the amount of ____ dated ____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and

responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

On behalf of Contractor:

Title

Name

Signature

Address

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

Title

Title

Name

Name

Signature

Signature

Section 1.11 Senate Bill 854 Notice Requirements.

As provided in SB 854: a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Section 1725.5 [Gov't Code Section 1771.1(a)]; b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to Section 1725.5 [Gov't Code Section 1771.1(b)]; and c) work performed on the project is subject to compliance monitoring and enforcement by the DIR [Gov't Code Section 1771.4].

Section 1.12 Job Site Notices

Contractor shall post job site notices in compliance with Title I California code of Regulations Section 16451.

Section 1.13 Municipal Code Chapter 2.65 Requirements.

Contractor shall comply with Chapter 2.65 of the Richmond Municipal Code banning the requirement to provide information of prior criminal convictions on employment applications.

ARTICLE II
DEFAULT AND REMEDIES

Section 2.1 Events of Default.

In addition the remedies set forth in Section 2.2, below, in the event of default the Department Head reserves the right to stop work immediately if any action or inaction by the Contractor or any subcontractor creates a risk of imminent harm to the public or property.

Each of the following shall constitute a "Default" by Contractor under this Agreement:

(a) Breach of Covenants. Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract Documents. The Successor Agency shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the Successor Agency informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the Successor Agency's last notice and demand to cure.

(b) Disregard of Laws. Disregard of laws, rules, regulations, directions or instructions of Successor Agency by Contractor or any subcontractor with respect to the performance of work.

(c) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(d) Suspension; Termination. Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.

(e) Liens on Property and the Development. There shall be filed any claim of lien (other than liens approved in writing by the Successor Agency) against the Project or the construction site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the Successor Agency.

Section 2.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Successor Agency or automatically where so specified, relieve the Successor Agency of any obligation to make or continue payments and shall give the Successor Agency the right to proceed with any and all remedies set forth in the Contract Documents, including but not limited to the following:

(a) Specific Performance. The Successor Agency shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.

(b) Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Successor Agency or the rights of the Successor Agency hereunder.

(c) Remedies Cumulative. No right, power, or remedy given to the Successor Agency by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Successor Agency by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the Successor Agency to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Successor Agency of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 2.3 Waiver of Damages.

Contractor, in having tendered the Proposal, shall be deemed to have waived any and all claims for damages because of termination of this Agreement for any reason. Contractor shall not be entitled to any lost profit in the event of termination.

ARTICLE III
GENERAL PROVISIONS

Section 3.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Successor Agency and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor

has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction of the Project, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees.

Section 3.2 Change Orders.

(a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:

1. The work performed in connection with the change to be made;
2. The amount of the adjustment to the Payment Limit, if any, and the basis for compensation for the work ordered; which adjustment may be a negotiated lump sum amount, agreed unit price, or paid under Section 9-1.04 "Force Account" of the 2010 State of California Department of Transportation Standard Specifications; and
3. The amount of time to be adjusted in the schedule for performance, if any.

(b) A Change Order will become effective when signed by the Department Head, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided the Department Head or his or her representative so indicates by noting thereon "unilateral change order."

(c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.

(d) Where the Successor Agency requests, a performance bond rider covering the changed work must be executed and delivered to the Successor Agency before proceeding with the changed work, or shortly in time thereafter.

(e) The Department Head or his or her representative has the authority to approve Change Orders with a cumulative dollar value of up to fifteen (15%) of the contract price.

Section 3.3 Claims By Contractor.

(a) **No Third-Party Claims.** Nothing contained in this Agreement shall create or justify any claim against the Successor Agency by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Project, and Contractor shall include similar requirements in any contracts entered into for the construction of the Project.

(b) **Obligation to File Claims for Disputed Work.** Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should Contractor have a claim against the City, as the term “claim” is defined in Section 9204 of the Public Contract Code, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of the work, construction of the Project, and/or compliance with procedures or standards set forth in the Contract Documents, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (each, a “Claim”), then Contractor shall first follow the procedures set forth in this Agreement, including but not limited to Section 3.2, “Change Orders.” If a dispute remains, then Contractor shall give written notice by registered or certified mail with return receipt requested, and such Claim shall be resolved as set forth below.

(c) **Form and Contents of Claim.** The Claim shall be submitted to the City within thirty (30) days of receiving the City’s written decision regarding the dispute, or the date the Contractor contends such decision was due, and in no event later than the date of final payment. Contractor’s written claim must identify itself as a “Claim” under this Section 3.3 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 – 5; and (7) verification under penalty of perjury of the claim’s accuracy. The Claim shall be priced like a Change Order, and must be updated every thirty (30) days as to cost and entitlement if it remains a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in preparation, submittal, and administration of a Claim.

(d) **Administration After Claim Submittal.**

1. City may render a final decision based solely on the materials submitted in support of the Claim or may in its sole discretion conduct an administrative hearing on the Claim, in which case Contractor shall appear, participate, answer inquiries, and present any further evidence or analysis requested by City. Should City take no action on the Claim within forty-five (45) days (or any extension thereof mutually agreed upon by City and Contractor, or any such greater time to respond afforded City under Section 9204(d)(1)(C) of the Public Contract Code) of submittal, it shall be deemed denied.
2. If Contractor disputes City’s written response, or if City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
3. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City will provide Contractor a written statement identifying the portion of the Claim that

remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If City and Contractor cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to Section 3.3(f) of this Agreement.

4. Failure by City to respond to a Claim within the time periods described in Section 9204 of the Public Contract Code or to otherwise comply with the time requirements of that section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of City's failure to have responded to a claim, or its failure to otherwise comply with the time requirements of Section 9204 of the Public Contract Code, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant filing the Claim.
5. Notwithstanding and pending the resolution of any Claim or dispute, Contractor shall diligently perform the disputed work to final completion in accordance with the City's direction.

(e) **Compliance**

1. The provisions of this Section 3.3 constitute a non-judicial claim settlement procedure that, pursuant to California Government Code Section 930.2, shall constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 3.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i) the date the Successor Agency actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.
2. **Failure to submit and administer Claims as required in Section 3.3 shall waive Contractor's right to compensation for any disputed work not included in a timely Claim. Disputes not raised in a timely protest and timely Claim submitted under this Section 3.3 may not be asserted in any subsequent Government Code claim, administrative hearing, or civil action.**
3. Successor Agency shall not be deemed to waive any provision under this Section 3.3 if, at Successor Agency's sole discretion, a Claim is administered in a manner

not in accord with this Section 3.3. Waivers or modifications of this Section 3.3 may only be made by signed Change Order approved as to form by legal counsel for both Successor Agency and Contractor. Oral or implied modifications shall be of no force or effect.

Section 3.4 Indemnification.

(a) To the fullest extent permissible by law, Contractor shall indemnify, defend, and hold harmless, and require its subcontractors to defend, indemnify and hold harmless, the City of Richmond and Successor Agency, their elected and appointed officials, and all of their employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, "Claims"), resulting from injury to or death sustained by any person (including Contractor's or any subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Claims arise out of or are in any way connected with the construction of the Project, regardless of Contractor's fault or negligence; provided, however, that Contractor's, and Contractor's subcontractors' indemnity obligations hereunder shall not apply to the extent any Claims are caused by the active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Contractor and its subcontractors shall extend to Claims asserted after termination of this Agreement for whatever reason.

(b) In Claims against any person or entity indemnified under Section 3.4(a) above by an employee of Contractor or its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 3.4(a) above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

Section 3.5 Non-Liability of Successor Agency Officials, Employees and Agents.

No member, official, employee or agent of the City of Richmond and Successor Agency shall be personally liable to Contractor in the event of any default or breach by the City of Richmond or Successor Agency or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 3.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 3.7 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 3.7(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds

thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Contractor shall exercise due diligence to ensure that the prohibition in this Section 3.7(a) is followed.

(b) The conflict of interest provisions of Section 3.7(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Richmond or Successor Agency, and any immediate family member or dependent of such person.

Section 3.8 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand or communication upon the other Party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and

(1) if intended for the Successor Agency shall be addressed to:

Successor Agency to the Richmond Community Redevelopment Agency
450 Civic Center Plaza
Richmond, California 94804
Attention: Michael Williams

With copy to:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

(2) if intended for Contractor shall be addressed to:

R.V. Stich Construction, Inc.
769 So. 13th Street
Richmond, CA 94804
Attn: Rocky Stich

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any Party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 3.9 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 3.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties.

Section 3.11 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 3.12 Force Majeure.

Performance by either Party shall not be deemed to be in default when delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order, or any other similar causes (other than lack of funds of Contractor) beyond the control or without the fault of the Party claiming an extension of time to perform ("Force-Majeure Delays"). In no event shall any extension of any period of time be deemed to have occurred unless the Party claiming the Force-Majeure Delay gives written notice to the other Party within ten (10) days following the commencement of any such delay, setting forth the facts giving rise to the Force-Majeure Delay request, the expected duration of the delay, and the steps the Party intends to take to minimize the Delay. During the Force-Majeure Delay, the Party whose performance is delayed shall keep the other Party reasonably informed of the situation and the steps taken by such Party to continue performance and minimize delay. After the Force-Majeure Delay is over, the Parties shall in good faith jointly prepare an accurate written record of the circumstances giving rise to delay, specifying the commencement date and duration of the Force-Majeure Delay and the cause thereof, which record shall be signed by each Party to confirm agreement with respect to its content. In no event shall the Successor Agency be required to agree to cumulative Force-Majeure Delays in excess of sixty (60) days unless the Successor Agency is the cause of such delay. In the event that the parties cannot agree upon a record of the circumstances giving rise to the Force-Majeure Delay, the procedures set forth in Section 3.3 of this Agreement shall apply.

Section 3.13 Waivers.

Any waiver by the Successor Agency of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Successor Agency to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Successor Agency to any act or omission by Contractor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Successor Agency's written consent to future waivers.

Section 3.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 3.15 Entire Understanding of the Parties.

The Contract Documents – along with any written change orders and dispute determinations that may be issued by the Successor Agency in the course of performance – shall constitute the entire understanding and agreement of the Parties with respect to construction of the Project. The Contract Documents, written change orders (if any), and dispute determinations (if any) are deemed complementary and should be interpreted together.

Section 3.16 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts. A facsimile or electronic signature to this Agreement shall be as valid as an ink signed original.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

Reviewed By:

Successor Agency Attorney

SUCCESSOR AGENCY:

SUCCESSOR AGENCY TO THE RICHMOND
COMMUNITY REDEVELOPMENT AGENCY, a
municipal corporation

ATTEST:

Successor Agency Clerk

By: _____

Name: ~~William Lindsay~~ CARLOS MARTINEZ

Its: Executive Director

**Exhibit A
Proposal**

**CITY OF RICHMOND
DEPARTMENT OF PUBLIC SERVICES**

PROPOSAL

The undersigned declares that he has carefully examined the location of the proposed work of:

Wall Avenue Storm Drain Improvement Project

The work to be done and referred to herein is in the City of Richmond, Contra Costa County, State of California. Construction to be in accordance with the Special Provisions including the payment of not less than the minimum wage rates set forth herein and the Contract annexed hereto and also in accordance with the Standard Specifications dated 2010, and the current "Equipment Rental Rates and General Prevailing Wage Rates" on file in the office of the City Clerk of the City of Richmond.

To the City of Richmond Department of Public Services:

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work; and the Plans therein referred to; and he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Richmond to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

EXHIBIT A

BID SCHEDULE

FOR

Wall Avenue Storm Drain Improvement Project

ITEM	DESCRIPTION	UNIT COST	QTY.	UNITS	AMOUNT
100	MOBILIZATION /DEMOBILIZATION	70,000.00	1	LS	\$ 70,000.00
101	TRAFFIC CONTROL SYSTEM	45,000.00	1	LS	\$ 45,000.00
102	CONSTRUCTION PROJECT SIGNS	10,000.00	2	EA	\$ 20,000.00
103	WATER POLLUTION CONTROL	15,000.00	1	LS	\$ 15,000.00
104	SHORING, EXCAVATION, SUPPORT AND PROTECTIVE SYSTEMS-STORM DRAIN	85,000.00	1	LS	85,000.00
200	CLEARING AND GRUBBING	5.00	2,000	SF	\$ 10,000.00
201	REMOVE THERMO PLASTIC STRIPING, MARKINGS, AND PAVEMENT MARKERS	10,000.00	1	LS	\$ 10,000.00
202	REMOVE STORM DRAIN LINE	50.00	400	LF	\$ 20,000.00
203	REMOVE GAS LINE	30.00	400	LF	\$ 12,000.00
204	REMOVE WATER LINE	30.00	400	LF	\$ 12,000.00
205	REMOVE CONCRETE FLATWORK	25.00	200	SF	\$ 5,000.00
206	REMOVE CONCRETE CURB AND GUTTER	100.00	30	LF	\$ 3,000.00
300	AGGREGATE BASE	75.00	222	TON	\$ 16,650.00
301	ASPHALT CONCRETE	295.00	222	TON	\$ 65,490.00
400	CONCRETE CURB AND GUTTER TYPE A	115.00	30	LF	\$ 3,450.00
401	CONCRETE STANDARD SIDEWALK	75.00	200	SF	\$ 15,000.00
500	9' X 4' CONCRETE STORM DRAIN BOX CULVERT	765.00	408	LF	\$ 312,120.00
501	8' X 6' CONCRETE STORM DRAIN VAULT	40,000.00	1	EA	\$ 40,000.00
502	CONNECT EXISTING 36" STORM DRAIN PIPE	50,000.00	1	EA	\$ 50,000.00
503	CONNECT TO EXISTING STORM DRAIN SYSTEM (54 INCH PIPE)	50,000.00	1	EA	\$ 50,000.00
WALL AVENUE STORM DRAIN IMPROVEMENTS PROJECT TOTAL (IN NUMBERS) \$					859,710.00
WALL AVENUE STORM DRAIN IMPROVEMENTS PROJECT TOTAL (IN WORDS)-					eight hundred fifty-nine thousand seven hundred ten dollars & 00/100

City of Richmond
Wall Avenue Storm Drain Improvements



Bids are required for the entire work. The amount of the bid for comparison purposes shall be the Total Bid. The contract will be awarded to the lowest responsive, responsible bidder based on the Total Bid.

The bidder shall set forth each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

It is hereby agreed that the undersigned, as Bidder, shall furnish a Faithful Performance Bond and a Payment Bond, each in an amount equal to one hundred percent (100%) of the total amount of this proposal, to the City of Richmond and at no expense to said City, executed by a responsible surety acceptable to said City, in the event that this Proposal is accepted by said City of Richmond.

If this Proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two (2) bonds in the sums to be determined as aforesaid with surety satisfactory to the City of Richmond within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the Contract has been awarded, the City of Richmond may, at its option, determine that the Bidder has abandoned the Contract and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City of Richmond.

Accompanying this Proposal are Bidder's Bond (Note: Insert the words "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be) in an amount equal to at least ten percent (10%) of the total bid, Bidder's Statement of Subcontractors, Bidder's Statement of Suppliers for Major Equipment and Materials and Experience Qualifications.

Bidder acknowledges receipt of the following addendum(s):

Addendum	Date	Initial
None	6/19/18	RS

The undersigned is licensed in accordance with the Act providing for registration of contractors, License No. **580135**, Expiration Date 5/31/2020.

Name of Bidder RV Stich Construction, Inc.
Signature of Bidder [Signature]
Name and Title Rocky Stich, President
Business Address 769 South 13th Street
Richmond, CA 94804
Telephone Number: (510) 412-4324
Fax Number: (510) 412-9077
Email: andrea@rvstich.com

(If an individual, so state. If a partnership, state the name of the partnership and supply information to the satisfaction of the Director covering the authority of the individual or individuals who have signed the Proposal to sign on behalf of the partnership. If a firm or corporation, state the legal name of the firm or corporation and supply information to the satisfaction of the Director concerning the authority of the individual or individuals who have signed the Proposal to sign on behalf of the firm or corporation.)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED AND SUBMITTED WITH BID

All bidders shall complete the following form and submit it with their bids:

State of California

County of Contra Costa

[name] Rocky Stich, being first duly sworn, deposes and says that he or she is
[title] President of [company] RV Stich Construction 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, or 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 of 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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, **R.V. Stich Construction, Inc., 769 S. 13th Street, Richmond, CA 94804**, as Principal, and
, as Surety, are hereby held and firmly bound unto the City of Richmond, in the penal sum of TEN PERCENT (10%) of the total bid submitted by
said Principal to the City of Richmond for the work described below, for the payment of which sum in lawful money of the United States, well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas the Principal has submitted to the City of Richmond a
certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the
Wall Avenue Storm Drain Improvements.

NOW, THEREFORE, if said bid submitted by the Principal be accepted and the contract be awarded to the Principal and the Principal shall,
within ten (10) days after having received notice that the contract has been awarded to the Principal, enter into the Contract so awarded, shall
furnish the required corporate surety bonds and insurance coverage verification and shall in all other respects perform the agreement created by
the acceptance of the bid, then this obligation shall be void, otherwise the same shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or
affected by any extension of the time within which the City of Richmond may accept such Bid; and said Surety does hereby waive notice of such
extension.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable
expenses and fees, including reasonable attorney's fees, incurred by the City of Richmond in successfully enforcing such obligation, all to be
taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals on this

7th day of June 20 18

R.V. Stich Construction, Inc.

By: _____

Title

President

Argonaut Insurance Company c/o CMGIA
20335 Ventura Blvd., Ste 426, Woodland Hills, CA 91364

By: _____

Stephanie Hope Shear

Title: **Attorney-In-Fact**

CMGB0003023

\$0.00

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of June, 2018.



Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 LOS ANGELES)

On JUN 07 2018 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



COMPLIANCE COMMITMENT AGREEMENT

I have read the City of Richmond and Redevelopment Agency Business Opportunity Ordinance (RMC 2.50) and understand that for the pertinent project, I have achieved the requirement of 25% LBE participation, of which at minimum 10% has been allotted to Local Certified Small Business Enterprise. In the event that these requirements have not been achieved, and/or my "Good Faith Effort" not accepted, I understand that my bid will be deemed non-responsive.

As prime contractor for this project, I agree to use the City of Richmond's electronic payroll system to input ALL certified payroll reports including ALL tiers of subcontractors for this project. (Certified Payroll Applicable only to Construction Projects).

I also agree to sign and comply with the City of Richmond's First Source Agreement as prescribed by the City of Richmond Local Employment Program Ordinance (RMC 2.56). I understand that the established local employment goal is 25% of the total work hours on applicable construction projects over \$100,000.

As prime I agree to submit with the final payment request, a completed "Exit Report & Affidavit form".

If there are insufficient numbers of Richmond Residents in your current workforce, specify what actions your company will take to place Richmond Residents on this project.

4/19/18

Date

Signature of Authorized Representative

RV Stich Construction

Company Name

Rocky Stich, President

Type or Print Name and Title



Contractor's License Detail for License # 530135

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 6/19/2018 10:59:00 AM

Business Information

R V STICH CONSTRUCTION INC
P O BOX 1707
RICHMOND, CA 94804
Business Phone Number:(510) 412-9070

Entity Corporation
Issue Date 05/12/1988
Expire Date **05/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C21 - BUILDING MOVING, DEMOLITION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.

Bond Number: 457469
Bond Amount: \$15,000
Effective Date: 06/01/2018
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual ROCKY JACK GREGG STICH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/12/1988

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9143847
Effective Date: 10/01/2015
Expire Date: 10/01/2018
Workers' Compensation History



EXAMINATION / EMPLOYMENT APPLICATION

APPLICANT'S NAME (Last) _____ (First) _____ (M.I.) _____

EDUCATION

DID YOU GRADUATE FROM HIGH SCHOOL? Yes No IF NOT, DO YOU POSSESS A GED OR EQUIVALENT? Yes No IF NOT, ENTER THE HIGHEST GRADE YOU COMPLETED _____

UNIVERSITY OR COLLEGE—NAME AND LOCATION, BUSINESS, CORRESPONDENCE, TRADE OR SERVICE SCHOOL	COURSE OF STUDY	UNITS COMPLETED SEMESTER	UNITS COMPLETED QUARTER	DIPLOMA, DEGREE OR CERTIFICATE OBTAINED	DATE COMPLETED

LICENSES -- LIST APPLICABLE LICENSES AND CERTIFICATES			ADDRESS	CITY	STATE
LICENSE / CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE	ZIP	PH#	EMAIL

EMPLOYMENT HISTORY-- Begin with your most recent job. List each job separately.

FROM (MM/DD/YY)	TO (MM/DD/YY)	TITLE/JOB CLASSIFICATION (Include Range or Level, if applicable)	SUPERVISOR NAME
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY/STATE AGENCY NAME	SUPERVISOR PHONE NUMBER
SALARY EARNED	PER	ADDRESS	
No Longer Required	No Longer Required		

DUTIES PERFORMED

REASON FOR LEAVING

FROM (MM/DD/YY)	TO (MM/DD/YY)	TITLE/JOB CLASSIFICATION (Include Range or Level, if applicable)	SUPERVISOR NAME
HOURS PER WEEK	TOTAL WORKED (Years/Months)	COMPANY/STATE AGENCY NAME	SUPERVISOR PHONE NUMBER
SALARY EARNED	PER	ADDRESS	
No Longer Required	No Longer Required		

DUTIES PERFORMED

REASON FOR LEAVING



GENERAL BUILDING & MECHANICAL CONTRACTORS
 769 South 13th Street, Richmond, CA 94804
 P.O. BOX 1707, Richmond, CA 94802
 Phone: (510) 412-9070 Fax: (510) 412-9077

3 of 3

**EQUAL EMPLOYMENT OPPORTUNITY
 OPTIONAL NOT REQUIRED**

OR USED TO DETERMINE

EMPLOYABILITY

SOCIAL SECURITY NUMBER	AGE	GENDER
	<input type="checkbox"/> Under 21 ⁽¹⁾ <input type="checkbox"/> 21 - 39 ⁽²⁾ <input type="checkbox"/> 40-69 ⁽³⁾ <input type="checkbox"/> 70 and Over ⁽⁴⁾	

PLEASE CHECK ONE OF THE BOXES THAT BEST DESCRIBES YOUR RACE/ETHNICITY HERITAGE:

- | ASIAN GROUP | HISPANIC GROUP | PACIFIC ISLANDER GROUP | OTHER GROUPS |
|---|--|--|---|
| <input type="checkbox"/> Asian Indian ^(a) | <input type="checkbox"/> Cuban ^(a) | <input type="checkbox"/> Guamanian or Chamorro ^(a) | <input type="checkbox"/> Aleut ^(a) |
| <input type="checkbox"/> Cambodian ^(a) | <input type="checkbox"/> Mexican/Mexican American ^(a) | <input type="checkbox"/> Hawaiian ^(a) | <input type="checkbox"/> American Indian/Native American ^(a) |
| <input type="checkbox"/> Chinese ^(a) | <input type="checkbox"/> Puerto Rican ^(a) | <input type="checkbox"/> Samoan ^(a) | <input type="checkbox"/> Black/African American ^(a) |
| <input type="checkbox"/> Filipino ^(a) | <input type="checkbox"/> Other Hispanic/Latino Groups ^(a) | <input type="checkbox"/> Other Pacific Islander Group ^(a) | <input type="checkbox"/> Eskimo ^(a) |
| <input type="checkbox"/> Japanese ^(a) | | | <input type="checkbox"/> White ^(a) |
| <input type="checkbox"/> Korean ^(a) | | | <input type="checkbox"/> Other Racial Group ^(a) |
| <input type="checkbox"/> Laotian ^(a) | | | <input type="checkbox"/> Choose not to Identify ^(a) |
| <input type="checkbox"/> Vietnamese ^(a) | | | |
| <input type="checkbox"/> Other Asian Group ^(a) | | | |

DISABILITY^(a)—A person with a disability is an individual who: (1) has a physical or mental impairment or medical condition that limits one or more life activities, such as walking, speaking, breathing, performing manual tasks, seeing, hearing, learning, caring for oneself or working; (2) has a record or history of such impairment or medical condition; or (3) is regarded as having such an impairment or medical condition.

MILITARY—A military veteran; a widow or widower of a veteran; or a spouse of a 100% disabled veteran.