

OWNER - CONTRACTOR AGREEMENT

PARADISE CREEK WATER QUALITY AND COMMUNITY ENHANCEMENT PROJECT PH. II CIP NO. 19-11

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Wright Construction Engineering Corp. (“Contractor”)**, 2625 S Santa Fe Ave, San Marcos, California 92069, on the 1st day of August, 2023, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit “A”, (hereinafter “Contract Documents”), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit “B” attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:



(Initial)

(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:

Ron Morrison
Mayor, City of National City

APPROVED AS TO FORM:

By: _____
Barry Schultz
City Attorney

Contractor:

Wright Construction Engineering Corp

(Owner/Officer signature)

Wesley Wright - President

Print name and title

(Second officer signature if a corporation)

Print name and title

09049155

Contractor's City Business License No.

995153 - Class "A"

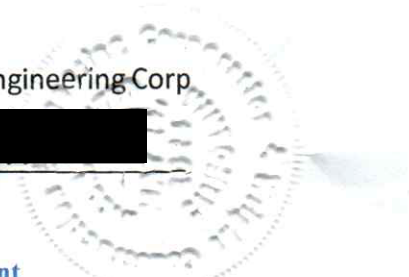
State Contractor's License No. and Class

2625 S Santa Fe Ave.,

Business street address

San Marcos, CA 92069

City, State and Zip Code



**CERTIFICATE OF CORPORATE RESOLUTION
WRIGHT CONSTRUCTION ENGINEERING CORP.**

I, Wesley Wright, President of Wright Construction Engineering Corp., organized and existing under the laws of California and having its principal place of business at 3725 Trieste Dr. Carlsbad, California, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on July 1, 2014 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President, Wesley Wright, of the Corporation is hereby authorized to sign any contracts or forms on behalf of the Corporation.

RESOLVED FURTHER: That the President, Wesley Wright, is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS

President

7-1-2014

Date

Vice President

7-1-2014

Date

Secretary

7-1-2014

Date

Treasurer

7-1-2014

Date

Witness my hand seal of this corporation on this 1st day of July, 2014.

EXHIBIT A

CONTRACT DOCUMENTS

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements (Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies' specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego and all other agencies that may be adjacent and/or affected by the project.

EXHIBIT B
CONTRACT PRICE

No.	Item Description	Unit	Qty	Unit Price	Line Total
Base Bid					
1	Mobilization/Demobilization	LS	1	270,000.00	270,000.00
2	Storm Water Pollution Prevention Plan	LS	1	15,000.00	15,000.00
3	Traffic and Pedestrian Control Design and Implementation	LS	1	50,000.00	50,000.00
4	Creek Diversion Plan, Dewatering, Discharge, and Disposal	LS	1	50,000.00	50,000.00
5	Clearing and Grubbing	LS	1	125,000.00	125,000.00
6	Tree Removal	EA	5	5,000.00	25,000.00
7	Grading and Earthwork	CY	3500	35.00	122,500.00
8	Export - Haul Offsite	CY	3000	35.00	105,000.00
9	Import Structural Backfill	CY	300	120.00	36,000.00
10	Unsuitable Subgrade	CY	300	100.00	30,000.00
11	Sheet, Shoring, and Bracing	LS	1	40,000.00	40,000.00
12	Drainage System 1	LS	1	40,000.00	40,000.00
13	Drainage System 2	LS	1	35,000.00	35,000.00
14	1-Ton Riprap Material	CY	1100	120.00	132,000.00
15	#2 Backing Riprap Material	CY	540	150.00	81,000.00
16	12' Concrete Driveway	CY	2	3,500.00	7,000.00
17	Repair Wall (East End of the Channel at Paradise Valley Rd.)	LS	1	20,000.00	20,000.00
18	Sidewalk (SDRSD G-07)	SF	1100	12.50	13,750.00
19	Curb and Gutter (SDRSD G-02)	LF	200	100.00	20,000.00
20	ADA Curb Ramps (SDRSD G-28 and G-29)	EA	2	7,500.00	15,000.00
21	Culvert Headwalls Type A (Caltrans D84)	EA	4	45,000.00	180,000.00
22	10' x 5' Reinforced Concrete Box (Caltrans D83A)	LF	350	1,950.00	682,500.00
23	Modify Inlet to Drain and Add Curb Inlet Type C with Grate at Station 9+95	LS	1	15,000.00	15,000.00
24	Emergency Overflow Spillway Access Ramp	LS	1	100,000.00	100,000.00
25	High-Performance Turf Reinforcing Mat (TRM)	SF	26900	4.50	121,050.00
26	Signing and Striping	LS	1	10,000.00	10,000.00
27	Hydroseed Installation	LS	1	10,000.00	10,000.00
28	Hydroseed Establishment	MO	6	1,000.00	6,000.00
29	Biofiltration Basin Liner	LS	1	50,000.00	50,000.00
30	Split Rail Fencing	LF	670	49.50	33,165.00
31	Asphalt Pavement-AC Curb	TN	1	5,000.00	5,000.00
32	12' Asphalt Driveway	TN	1	5,000.00	5,000.00
33	1/4-Ton Rock	CY	61	180.00	10,980.00
34	Sewer Encasement	CY	3	1,500.00	4,500.00
				SUBTOTAL	2,465,445.00
Additive Bid					
35	Above-Grade and Subsurface Utility Relocation Coordination	LS	1	15,000.00	15,000.00
36	Access Roads	EA	2	15,000.00	30,000.00
37	High-Performance Turf Reinforcing Mat (TRM) - PV Road Branch	SF	9800	4.50	44,100.00
38	Asphalt Pavement	TN	24	550.00	13,200.00
39	4" Concrete Pads (at Culvert Headwalls)	CY	7	1,500.00	10,500.00
40	Culvert Grate	EA	2	16,000.00	32,000.00
				SUBTOTAL	144,800.00
BASE BID TOTAL					2,465,445.00
ADDITIVE BID TOTAL					144,800.00
GRAND TOTAL					\$2,610,245.00

CORPORATE CERTIFICATE

I, Wesley Wright certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Wesley Wright, who signed said contract on behalf of the Contractor, was then President of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, Wesley Wright certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Wesley Wright, who signed said contract on behalf of the Contractor, was then President of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

