

OWNER - CONTRACTOR AGREEMENT

**LAS PALMAS PARK IMPROVEMENTS
CIP NO. 24-13**

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **AP General Corp (“Contractor”)**, 4412 Promesa Circle, San Diego, California 92124, on the **19th day of November, 2024**, 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:

Contractor:

AP General Corp

Ron Morrison
Mayor, City of National City

(Owner/Officer signature)

Approved as to form:

Print name and title

By: _____
Barry J. Schultz, City Attorney

(Second officer signature if a corporation)

Print name and title

Contractor's City Business License No.

State Contractor's License No. and Class

Business street address

City, State and Zip Code

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	\$162,000.00	\$162,000.00
2	Traffic Control	LS	1	\$10,500.00	\$10,500.00
3	SWPPP, Water Quality Control	LS	1	\$13,650.00	\$13,650.00
4	Surveying and Construction Staking	LS	1	\$15,225.00	\$15,225.00
5	Clearing and Grubbing	LS	1	\$49,350.00	\$49,350.00
6	Excavation and Grading	LS	1	\$21,833.00	\$21,833.00
7	Utility Coordination	LS	1	\$2,100.00	\$2,100.00
8	Protection and Restoration of Existing Improvements	LS	1	\$2,100.00	\$2,100.00
9	Provide and Install 12" Precast Concrete Catch Basins	EA	20	\$903.00	\$18,060.00
10	Provide and Install 12" Plastic Catch Basins	EA	11	\$619.00	\$6,809.00
11	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	570	\$21.00	\$11,970.00
12	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	446	\$27.30	\$12,175.80
13	Construct 4" Sewer Cleanouts as per SDRSD SC-01	EA	4	\$507.15	\$2,028.60
14	Provide and Install 2" Water Meter	EA	1	\$13,335.00	\$13,335.00
15	Provide and Install 3" Backflow Preventer	EA	1	\$9,040.00	\$9,040.00
16	Provide and install 3" PVC Sch. 40 Water Pipe	LF	238	\$29.40	\$6,997.20
17	Construct 2" Wide Trench Drain	LF	105	\$157.50	\$16,537.50
18	Remove and Install 8' Height Pool Perimeter Fence Panels	LS	1	\$16,640.00	\$16,640.00
19	Provide and Install New 8' Height Steel Fence Posts to Match Relocated 8' Height Fence Panels	EA	26	\$210.00	\$5,460.00
20	Provide and Install Modular Wetlands	LS	1	\$178,500.00	\$178,500.00
21	Construct CMU Stem Walls and Footings for Modular Building A	LS	1	\$31,500.00	\$31,500.00
22	Construct CMU Stem Walls and Footings for Modular Building B	LS	1	\$31,500.00	\$31,500.00
23	Construct CMU Stem Walls and Footings for Modular Building C	LS	1	\$31,500.00	\$31,500.00
24	Construct CMU Stem Walls and Footings for Modular Building D	LS	1	\$31,500.00	\$31,500.00
25	Construct 4" Uncolored Concrete Paving	SF	424	\$21.00	\$8,904.00
26	Construct 6" Uncolored Concrete Paving	SF	5480	\$26.25	\$143,850.00
27	Construct 6" Colored Concrete Paving	SF	1451	\$36.75	\$53,324.25
28	Construct 6" PCC Curb as per SDRSD G-01	LF	201	\$131.25	\$26,381.25
29	Provide and Install Bicycle Rack	EA	1	\$2,625.00	\$2,625.00
30	Provide and Install 5' Height Steel Fence	LF	15	\$298.62	\$4,479.30

31	Provide and Install 5' Height Steel Double Gate	EA	1	\$5,488.00	\$5,488.00
32	Provide and Install 5' Height Steel Single Gate	EA	2	\$8,027.00	\$16,054.00
33	Provide and Install 8' Height Steel Fence	LF	117	\$147.00	\$17,199.00
34	Provide and Install 8' Height Steel Single Gate	EA	2	\$10,825.00	\$21,650.00
35	Provide and Install High/Low Drinking Fountain	EA	1	\$12,600.00	\$12,600.00
36	Provide and Install Park Signage	LS	1	\$6,300.00	\$6,300.00
37	Cold Mill Asphalt Pavement - 1.5" Depth	SF	2700	\$3.15	\$8,505.00
38	Hot Mix Asphalt Concrete (AC) Pavement	TON	25	\$525.00	\$13,125.00
39	Signing and Striping	LS	1	\$8,400.00	\$8,400.00
40	Install Pedestrian Curb Ramps as per SDRSD	EA	3	\$7,875.00	\$23,625.00
41	Provide and Install Site Electrical	LS	1	\$327,600.00	\$327,600.00
42	Provide and Install Site Communications	LS	1	\$12,600.00	\$12,600.00
43	Provide and Maintain Temporary Fencing	LS	1	\$5,250.00	\$5,250.00
				Subtotal	\$1,418,270.90
44	Provide and Install Shade Canopies at the Recreation Pool	EA	4	\$48,300.00	\$193,200.00
				Subtotal	\$193,200.00
45	Provide and Install ADA Bleachers	EA	3	\$47,250.00	\$141,750.00
				Subtotal	\$141,750.00
78	Mobilization/Demobilization	LS	1	\$100,271.00	\$100,271.00
79	Provide and Maintain Temporary Fencing	LS	1	\$3,150.00	\$3,150.00
80	SWPPP, Water Quality Control	LS	1	\$6,300.00	\$6,300.00
81	Surveying and Construction Staking	LS	1	\$7,875.00	\$7,875.00
82	Protection and Restoration of Existing Improvements	LS	1	\$2,100.00	\$2,100.00
83	Clearing and Grubbing	LS	1	\$10,689.00	\$10,689.00
84	Excavation and Grading	LS	1	\$13,480.00	\$13,480.00
85	Construct Satellite Restroom #1	LS	1	\$544,000.00	\$544,000.00
86	Provide and Maintain Two Temporary Portable ADA Restrooms with Handwash Station	MON	8	\$1,155.00	\$9,240.00
87	Provide and Install 12" Precast Concrete Catch Basins	EA	3	\$945.00	\$2,835.00
88	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	94	\$34.65	\$3,257.10
89	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	30	\$47.25	\$1,417.50
90	Provide and install 2" PVC Sch. 40 Water Pipe	LF	50	\$15.75	\$787.50
91	Site Irrigation	LS	1	\$3,685.50	\$3,685.50
92	Soil Preparation	LS	1	\$5,985.00	\$5,985.00

93	Provide and Install Sod	SF	2228	\$1.05	\$2,339.40
				Subtotal	\$717,412.00
94	Mobilization/Demobilization	LS	1	\$6,913.00	\$6,913.00
95	Provide and Maintain Temporary Fencing	LS	1	\$4,200.00	\$4,200.00
96	SWPPP, Water Quality Control	LS	1	\$3,150.00	\$3,150.00
97	Surveying and Construction Staking	LS	1	\$7,875.00	\$7,875.00
98	Protection and Restoration of Existing Improvements	LS	1	\$2,100.00	\$2,100.00
99	Clearing and Grubbing	LS	1	\$10,426.00	\$10,426.00
100	Excavation and Grading	LS	1	\$13,440.00	\$13,440.00
101	Construct Satellite Restroom #2	LS	1	\$544,000.00	\$544,000.00
102	Provide and Maintain Two Temporary Portable ADA Restrooms with Handwash Station	MON	8	\$1,050.00	\$8,400.00
103	Provide and Install 12" Precast Concrete Catch Basins	EA	1	\$1,155.00	\$1,155.00
104	Provide and Install 4" PVC SDR-35 Storm Drain Pipe	LF	94	\$31.50	\$2,961.00
105	Provide and Install 4" PVC SDR-35 Sewer Pipe	LF	30	\$39.90	\$1,197.00
106	Provide and install 2" PVC Sch. 40 Water Pipe	LF	50	\$42.00	\$2,100.00
107	Site Irrigation	LS	1	\$3,780.00	\$3,780.00
108	Soil Preparation	LS	1	\$5,250.00	\$5,250.00
109	Provide and Install Sod	SF	2340	\$1.05	\$2,457.00
				Subtotal	\$619,404.00
110	Site Irrigation	LS	1	\$38,587.00	\$38,587.00
111	Soil Preparation	LS	1	\$13,072.00	\$13,072.00
112	Trees - 10' BT Palms	EA	10	\$1,312.00	\$13,120.00
113	Trees - 24" Box Palms	EA	3	\$1,837.00	\$5,511.00
114	Shrubs - 5 Gallon	EA	95	\$39.90	\$3,790.50
115	Shrubs - 1 Gallon	EA	35	\$15.75	\$551.25
116	Mulch	SF	2815	\$1.58	\$4,447.70
117	Provide and Install Sod	SF	6459	\$1.05	\$6,781.95
118	Construct Bound Pebble Paving	SF	87	\$42.00	\$3,654.00
119	6 Month Maintenance	MON	6	\$1,575.00	\$9,450.00
				Subtotal	\$98,965.40
				Total	\$3,189,002.30

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ 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, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ 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: _____

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____