

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT, dated this _____ day of May, 2024, by and between Ghilotti Construction Company Inc. whose place of business is located at 246 Ghilotti Avenue Santa Rosa, CA 95407 ("Contractor"), and Sonoma County Community Development Commission a public body corporate and politic ("Commission"), agency of the State of California, acting under and by virtue of the authority vested in Commission by the laws of the State of California.

WHEREAS, Commission, by its Board Action on the Fourteenth day of May, 2024, awarded to Contractor the following Contract:

CONTRACT NUMBER 24-01

**TIERRA DE ROSAS INFRASTRUCTURE PHASE I AND PHASE II at
665 Sebastopol Rd
Santa Rosa, CA 95404**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Commission agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.1 Work of the Contract:

A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (Work).

1.2 Price for Completion of the Work:

A. Commission shall pay Contractor the following Contract Sum (Contract Sum) for completion of Work in accordance with Contract Documents as set forth below:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Phase I - General Conditions/General Requirements	1	LS		\$421,000
2.	Phase I - Joint Trench Electric Shoefly	1	LS		\$388,650
3.	Phase I - Demolition	1	LS		\$748,000
4.	Phase I - Mass Grading, Earthwork	1	LS		\$697,000
5.	Phase I - SWPPPS	1	LS		\$82,955

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
6.	Phase I - Wet Utilities - Fire, Water, Irrigation Water	1	LS		\$795,000
7.	Phase I - Storm Water Detention Vault	1	LS		\$803,000
8.	Phase I - Storm water distribution system	1	LS		\$880,000
9.	Phase I - Sanitary Sewer	1	LS		\$416,000
10.	Phase I - Concrete Curb, Gutter, Sidewalk	1	LS		\$567,000
11.	Phase I - Dry Utilities - Joint Trench including Street Lights	1	LS		\$437,650
12.	Phase I - Asphalt Paving, and Patching including gravel base	1	LS		\$564,000
13.	Phase I - Miscellaneous Metals	1	LS		\$15,170
14.	Phase I - Electrical	1	LS		\$129,875
15.	Phase I - Traffic Signal Improvements	1	LS		\$393,650
16.	Phase I - Landscape & Irrigation	1	LS		\$374,416
17.	Phase I - All Other Work	1	LS		\$216,000
18.	Phase II - General Conditions/General Requirements	1	LS		\$169,024
19.	Phase II - Demolition	1	LS		\$428,000
20.	Phase II - Mass Grading, Earthwork	1	LS		\$366,000
21.	Phase II - SWPPPS	1	LS		\$55,400
22.	Phase II - Wet Utilities - Fire, Water, Irrigation	1	LS		\$608,000
23.	Phase II - Storm water distribution system	1	LS		\$244,000
24.	Phase II - Sanitary Sewer	1	LS		\$89,000
25.	Phase II - Concrete Curb, Gutter, Sidewalk	1	LS		\$404,000
26.	Phase II - Traffic Signal Improvements	1	LS		\$98,750

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
27.	Phase II - Asphalt Paving and Patching including gravel base	1	LS		\$249,100
28.	Phase II - Miscellaneous Metals	1	LS		\$12,200
29.	Phase II - Electrical	1	LS		\$117,650
30.	All Other Work	1	LS		\$198,000
31.	Overhead and Profit	1	LS		\$1,188,000
32.	Insurance	1	LS		\$208,320
33.	Payment and Performance Bond	1	LS		\$80,591
34.	Add Alternate # 1	71,680	SF		N/A
35.	Add Alternate # 2	45,076	SF		N/A
36.	Add Alternate # 3	15,970	SF		N/A
37.	Add Alternate # 4	1	\$/gal		N/A
38.	Add Alternate # 5	1	\$/ton	\$188	N/A
39.	Add Alternate # 6	1	\$/ton	\$110	N/A
40.	Add Alternate # 7	65	LF		\$4,485
41.	Add Alternate # 8	215	LF		\$22,145
42.	Add Alternate # 9	50	LF		\$3,750
43.	Add Alternate # 10	210	LF		\$23,100
44.	Add Alternate # 11	50	LF		\$4,500
45.	Add Alternate # 12	675	LF		\$86,900
46.	Add Alternate # 13	65	LF		\$11,050
47.	Add Alternate # 14	20	LF		\$2,600
48.	Add Alternate # 15	470	LF		\$22,560
49.	Add Alternate # 16	80	LF		\$10,000
50.	Add Alternate # 17	1	EA		\$6,850
51.	Add Alternate # 18	1	EA		\$6,250
52.	Add Alternate # 19	1	EA		\$450
53.	Add Alternate # 20	1	EA		\$950
54.	Add Alternate # 21	1	EA		\$1,150
55.	Add Alternate # 22	1	EA		\$4,300

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
56.	Add Alternate # 23	1	EA		\$1,950
57.	Add Alternate # 24	2	EA		\$3,300
58.	Add Alternate # 25	1	EA		\$1,150
59.	Add Alternate # 26	2	EA		\$1,100
60.	Add Alternate # 27	1	EA		\$850
61.	Add Alternate # 28	1	EA		\$350
62.	Add Alternate # 29	2	EA		\$900
63.	Add Alternate # 30	1	EA		\$2,150
64.	Add Alternate # 31	1	EA		\$13,650
65.	Add Alternate # 32	1	EA		\$14,500
66.	Add Alternate # 33	1	EA		\$45,000
67.	Add Alternate # 34	1	EA		\$6,850
68.	Add Alternate # 35	2	EA		\$12,500
69.	Add Alternate # 36	1	EA		\$3,250
70.	Add Alternate # 37	2	EA		\$5,300
71.	Add Alternate # 38	1	EA		\$9,875
72.	Add Alternate # 39	1	EA		\$650
73.	Add Alternate # 40	2	EA		\$3,900
74.	Add Alternate # 41	160	LF		\$2,240
75.	Add Alternate # 42	2710	LF		\$54,200
76.	Add Alternate # 43	50	LF		\$1,600
77.	Add Alternate # 44	295	LF		\$20,720
78.	Add Alternate # 45	95	LF		\$760
79.	Add Alternate # 46	1740	LF		\$31,320
80.	Add Alternate # 47	1895	LF		\$15,160
81.	Add Alternate # 48	175	LF		\$1,750
82.	Add Alternate # 49	1	LS		\$87,700
83.	Add Alternate # 50	1	LS		\$22,400
84.	Add Alternate # 51	1	LS		\$220,000
85.	Add Alternate # 52	1	LS		\$26,975
86.	Add Alternate # 53	1	LS		\$68,500

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
87.	Add Alternate # 54	7	EA		\$83,825
88.	Add Alternate # 55	11	EA		\$18,150
89.	Add Alternate # 56	900	LF		\$10,800
90.	Add Alternate # 57	120	LF		\$1,440
91.	Add Alternate # 58	1	EA		\$2,250
92.	Add Alternate # 59	1	EA		\$2,650
93.	Add Alternate # 60	1	EA		\$1,850
94.	Add Alternate # 61	10	EA		\$13,750
95.	Add Alternate # 62	1	LS		\$2,365
96.	Add Alternate # 63	1	LS		\$4,250
97.	Allowance # 1	1	LS		\$250,000
98.	Allowance # 2	1	LS		\$160,000
99.	Allowance #3 Dewatering system design, set up, and Maintenance.	1	LS		\$650,000
100.	Allowance #4 Ground Water/ Contaminated Water Disposal Fee NTE 12 million gal @ \$12.35 per 1000 gal. with \$51,800 for transportation/trucking.	1	LS		\$200,000
101.	Street Lights	2	EA	\$11,750	\$23,950
				TOTAL	\$14,762,271

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

1.3 Commencement of Work:

- A. Contractor shall commence Work on the date established in the Notice to Proceed (Commencement Date).
- B. Commission reserves the right to modify or alter the Commencement Date after the issuance of Section 00 55 00 (Notice to Proceed).

1.4 Completion of Work:

- A. Contractor shall achieve Substantial Completion of the entire Work within 691 Days from the Commencement Date.

- B. Contractor shall achieve Final Completion of the entire Work 706 Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

1.5 Commission's Project Manager:

- A. Commission has designated Ray Tovar, as its Project Manager to act as Commission's Representative in all matters relating to the Contract Documents.
- B. Commission's Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Commission, to accept work, and to make decisions or actions binding on Commission and shall have sole signature authority on behalf of Commission.
- C. Commission's Project Manager and each Commission's Representative are the beneficiary of all Contractor obligations to Commission, including without limitation, all releases and indemnities.

1.6 Contractor's Project Manager:

- A. Contractor has designated Tony Mencarini as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

1.7 Consulting Engineer:

- A. William J. Boriolo-BKF ("Consulting Engineer") furnished the Drawings and Specifications and shall have the rights assigned to Consulting Engineer in the Contract Documents. Consulting Engineer has no authority to act on behalf of Commission, to stop Work, to interpret conditions of the Contract, or to give direction to Contractor.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

1.8 Liquidated Damage Amounts:

- A. As liquidated damages for delay, Contractor shall pay Commission One thousand Five Hundred dollars (\$1,500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay, Contractor shall pay One thousand Five Hundred dollars (\$1,500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

1.9 Scope of Liquidated Damages:

- A. Measures of liquidated damages listed in Paragraphs 4.1A and 4.1B above shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Section 00 72 00 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

1.10 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Section 00 51 00	Notice of Award
Section 00 52 00	Agreement
Section 00 55 00	Notice to Proceed
Section 00 61 13	Performance Bond Form
Section 00 61 15	Payment Bond Form
Section 00 63 25	Substitution Request Form (During Construction)
Section 00 62 46	Semi-Annual Procurement Report
Section 00 65 23	Agreement and Release of Any and All Claims
Section 00 65 36	Guarantee
Section 00 72 00	General Conditions
Section 00 73 00	Supplementary Conditions
Section 00 73 16	Supplementary Conditions - Insurance Requirements
Section 00 73 21	Supplementary Conditions - Hazardous Materials
Section 00 73 31	Supplementary Conditions - Funding Contract Requirements
Section 00 91 13	Addenda
Section 01 10 00A	Scope of Work Document
Section 01 10 00	Summary
Section 01 20 00	Price and Payment Procedures
Section 01 26 00	Contract Modification Procedures
Section 01 31 19	Project meetings
Section 01 32 16	Construction Progress Schedule
Section 01 33 00	Submittal Procedures
Section 01 35 00	Safety Requirements
Section 01 41 00	Regulatory Requirements
Section 01 41 16	Regulatory Requirements - Hazardous Materials
Section 01 42 00	References
Section 01 50 00	Temporary Facilities and Controls
Section 01 60 00	Product Requirements
Section 01 74 00	Cleaning
Section 01 74 19	Construction Waste Management
Section 01 75 00	Starting and Adjusting
Section 01 77 00	Closeout Procedures
Section 01 79 00	Demonstration and Training

Drawings listed in Table of Contents

1.11 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified, or supplemented as provided in Section 00 72 00 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 1.12 Terms and abbreviations used in this Agreement are defined in Section 00 72 00 (General Conditions) and Section 01 42 00 (References) and will have the meaning indicated therein.
- 1.13 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Commission or acting as an employee, agent, or representative of Commission, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Commission is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 1.14 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Commission tenders final payment to Contractor, without further acknowledgment by the parties.
- 1.15 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code section 4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
Tennyson Electric, 7275 National Drive, Suite A2, Livermore, CA 94550	Electric Joint Trench, Bid items- 2,11,14,15,26,29,40,95	717998
Marina Landscape Inc. 3707 W. Garden Grove Blvd. Orange, CA 92868	Landscape and Irrigation Bid Item: 16	492862

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IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

Reviewed as to substance by Commission:

Michelle Whitman, Executive Director, Sonoma
County Community Development Commission

Reviewed as to funds by Commission:

Arvan Williams, Controller

**CONTRACTOR: Ghilotti Construction
Company Inc.**

Reviewed as to form by County Counsel:

Aldo Mercado, Deputy County Counsel

Brian Ongaro

By: _____
Signature

Contract Administration/Inspection Date

Please print name here

Title: President, Secretary

COMMISSION:
SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION, a Public
Agency of the State of California

By: _____
Michelle Whitman, Executive Director

Attest:

Clerk of the Board of Commissioners

END OF SECTION