

**CONTRACT**

**between**

**THE CITY OF CORONADO  
as City**

**and**

**A. B. Hashmi, Inc  
as Contractor**

**for construction of the**

**CORONADO CAYS PARK DOG PARK FENCING**

**CONTRACT NO. 26-CO-EN-1111**

**CITY OF CORONADO, CALIFORNIA**

THIS CONTRACT is made as of \_\_\_\_\_, by and between the City and the Contractor.

The City and the Contractor hereby agree as follows:

**ARTICLE 1 – BASIC INFORMATION**

- 1.1 City: City of Coronado  
1825 Strand Way  
Coronado, CA 92118
- 1.2 Project Name: Coronado Cays Park Dog Park Fencing
- 1.3 City's Address for Notices: Jim Newton, City Engineer  
City of Coronado  
Public Services & Engineering Department  
1825 Strand Way  
Coronado, California 92118-3005
- 1.4 Contractor: A. B. Hashmi
- 1.5 Contractor's Address for Notices: A. B. Hashmi  
13066 Deer Canyon Court  
San Diego, CA 92131
- Attention: Ahmad Hashmi, CEO
- 1.6 Project Location: 99 Grand Caribe Causeway, Coronado, CA 92118
- 1.7 City's Contract Officer: Leon P. Firsht, Director  
Public Services & Engineering Department
- 1.8 Civil Engineer: Jim Newton, City Engineer  
1825 Strand Way  
Coronado CA, 92118  
(619) 522-7383
- 1.9 City Representative: Adriel Lara, Senior Engineer  
Public Services & Engineering Department  
(619) 522-7383

**ARTICLE 2 – WORK**

2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by and shall perform all Work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by the City pursuant to Section 3 of the Greenbook.

**ARTICLE 3 – CONTRACT DOCUMENTS**

3.1 The Contract Documents consist of this executed Contract; Pre-Bid Information; Bidding Requirements; Bidder’s Proposal; Notice of Award; Notice to Proceed; General Conditions; Supplementary General Conditions; Exhibits; Specifications; Standard Specifications for Public Works Construction (Greenbook), 2024Edition; the San Diego Regional Standard Drawings for Public Works, 2022 Edition; the Coronado Annotations to the San Diego Regional Standards; all Drawings shown on the List of Drawings; all Bonds required; the Addenda as shown below; and Change Orders.

3.2 The following addenda are incorporated into the Contract Documents:

No.	Date of Issue:
<u>1</u>	<u>January 28, 2026</u>
<u>2</u>	<u>February 6, 2026</u>

3.3 The Contract Documents may not be modified orally or in any manner other than in writing in accordance with Section 3 of the Greenbook. All such modifications shall be incorporated in the Contract Documents.

3.4 Precedence of Contract Documents:

3.4.1 In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be:

- .1 Permits issued by jurisdictional regulatory agencies;
- .2 Change Orders and supplemental agreements, whichever occurs last;
- .3 Contract/Agreement;
- .4 Bid/Proposal;
- .5 Special Provisions and Addenda;
- .6 Specifications (Technical Provisions);
- .7 Project Plans;

- .8 Standard Drawings, Details, and Specifications as referenced in the Plans and Specifications;
  - .9 Reference Specifications: Greenbook, 2024 Edition, and the San Diego Regional Standard Drawings for Public Works, 2022 Edition; the Coronado Annotations to the San Diego Regional Standards; and
  - .10 Notice of Award, Notice to Proceed, Pre-Bid Information, Bidding Requirements, Exhibits, Bonds and Bidder’s Proposal.
- 3.5 The Contract Documents comprise the entire contract between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.
- 3.6 The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to these Contract Documents shall be filed and heard in a court of competent jurisdiction in the County of San Diego.

**ARTICLE 4 – CONTRACT SUM**

- 4.1 City shall pay to Contractor, for the performance of the Work, the Contract Sum pursuant to General Conditions Article 9, subject to adjustment for unit price items, and as modified pursuant to the terms of the Contract Documents.
- 4.2 Contract Sum, including the Additives accepted by the City, is established as follows:
- |              |              |
|--------------|--------------|
| Contract Sum | \$142,999.00 |
|--------------|--------------|
- 4.3 The Contract Sum is: One hundred forty-two thousand nine hundred ninety-nine dollars.

**ARTICLE 5 – CONTRACT TIME**

- 5.1 Contractor shall commence the Work on the date specified in the Notice to Proceed. The Work shall be fully completed within **twenty working days (“Contract Time”)** from the date of commencement specified in the Notice to Proceed, as modified pursuant to the terms of the Contract Document. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements shall be strictly adhered to unless otherwise modified by the City.

**ARTICLE 6 – LIQUIDATED DAMAGES**

6.1 If Contractor fails to complete an area’s Work within the Contract Time as described in Article 5, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of **Five-hundred Dollars (\$500)** for each calendar day after the expiration of the Contract Time per area that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City’s damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City’s rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.

**ARTICLE 7 – INDEMNIFICATION**

7.1 In addition to any other obligations contained herein, Contractor shall defend, indemnify, and save harmless the City and its officials, officers, agents, consultants, employees, and volunteers, and each of them, (“City Indemnitees”) from and against any and all liability, claims, judgments, demands, causes of action, damages, costs, expenses, property damage, contract disputes, penalties, losses or liability, in law or in equity, of every kind and nature whatsoever, including but not limited to injuries or damages to persons or property arising directly or indirectly out of the conduct of the Contractor or its employees, agents, subcontractors, or others in connection with the execution of the Work or failure to executed the Work covered by these Contract Documents, except only for those claims or litigation arising from the established sole willful misconduct or active negligence of any City Indemnitee. Contractor’s indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor’s indemnification shall include any and all costs, expenses, attorneys’ fees and liability incurred by the City Indemnitees in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures, including reasonable attorneys’ fees, City may make by reason of such matters, and Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City Indemnitees.

**ARTICLE 8 – MISCELLANEOUS PROVISIONS**

**8.1 Successors and Assigns**

8.1.1 The City and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns,

and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. This Contract and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Contract without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

## **8.2 Survival**

8.2.1 The provisions of the Contract, which by their nature survive termination or final completion of the Contract, including all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

## **8.3 Rights and Remedies**

8.3.1 All the City's rights and remedies under the Contract Documents shall be cumulative and in addition to and not in limitation of all other rights and remedies of the City under the Contract Documents or otherwise available at law or in equity.

8.3.2 No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to or waiver of a breach or default by the other shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach or default.

8.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the City, the City Representative, or Contractor.

## **8.4 Compliance with Law**

8.4.1 The Contractor and its subcontracts are required to comply with all applicable local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, including , but not limited to, obtaining and maintaining a City Business Certificate during the duration of this Contract and complying with COVID-19 sanitation protocols, health orders and guidance, whether or not said laws are expressly stated or referred to herein or subsequently enacted or amended.

## **8.5 The City's Right to Audit**

8.5.1 Contractor shall keep records of the direct reimbursable expenses pertaining to the Work and the records of all accounts between the Contractor and subcontractors. Contractor shall keep such records on a generally recognized accounting basis. At any time during normal business hours, and as often as City may deem necessary, the Contractor shall make available to he City and entities and agencies designated by the City for examination,

reproduction and audit all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records for a period of at least four (4) years after final completion or after termination or final payment, whichever is later, and shall provide copies of same at City's request.

**8.6 Notices**

8.6.1 All notices, demands, requests, consents, or other communications that this Contract contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party at the addresses set forth in Article 1 of this Agreement. Either party may change its address by notice to the other party as provided herein.

8.6.2 Communications shall be deemed to have been given and received on the first to occur of (1) actual receipt at the offices of the party to whom the communication is to be sent, as designated above; or (2) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage pre-paid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

8.7 **Contract Officer.** The City Engineer shall act as the City's Contract Officer for this Contract. The City's designated Contract Officer has the authority to direct the Contractor, approve actions, request changes, and approve change orders within her/his authority. Any obligation of the City under this Contract shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this Contract unless specifically delegated in writing.

8.8 **Governing Law.** This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a State court in the County of San Diego. Contractor hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

8.9 **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether or not to seek advice of counsel with respect to this Contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.

8.10 **Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability,

military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

- 8.11 **Public Works Contract.** Contractor acknowledges that this is a public works contract. Contractor represents and warrants that it is familiar with the requirements of the California Labor Code and agrees to comply at all times with relevant statutes and regulations, including, but not limited to the fact that Contractor must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this Contract. State of California prevailing wage rates can be found on the internet at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>. Contractor is responsible for determining the correct title for job classifications and determining the appropriate wage rate. Contractor agrees to perform this Contract in accordance with Attachment B and all the obligations set forth therein.
- 8.12 **Immigration Reform.** Contractor certifies that Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of Contractor and all its agents, employees, representatives and subcontractors, and any other person performing any of the Work.
- 8.13 **Rights Cumulative.** All rights, options, and remedies of the City contained in this Contract shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the City shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this Contract.
- 8.14 **Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified expressly in said waiver.
- 8.15 **Severability.** In the event that any part of this Contract is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Contract that is found to be illegal or unenforceable without affecting the remaining provisions of this Contract.

8.16 **Attachments Incorporated.** All Attachments and Contract Documents referenced in this Contract are incorporated into the Contract by this reference.

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