

REVISED Dated April 29, 2025

**RIO VISTA CORPORATION YARD PROJECT PHASE 2 &  
SOLANO COUNTY DOIT BENICIA SHELTER**

**AGREEMENT**

THIS AGREEMENT is entered into in quadruplicate this \_\_\_\_ day of \_\_\_\_\_, 2025, between the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** hereinafter called "County," and **Swierstok Enterprise, Inc. DBA Pro Builders** hereinafter called "Contractor":

**WITNESSETH**

That for and in consideration of the mutual promises, covenants, agreements and conditions contained in this agreement, the parties agree as follows:

**1. Contract Documents:**

The complete contract between the parties consists of, and is set forth in, the contract documents. The contract documents consist of: (a) the Notice to Bidders, (b) an accepted Bid Form, (c) this Agreement, (d) accepted Payment and Performance Bonds, (e) the Special Provisions, (f) the Caltrans Standard Plans ("Standard Plans") 2018, (g) the Caltrans Standard Specifications ("Standard Specifications") 2018 pages 1 through 1260, (h) Revised Caltrans Standard Specifications 2018 Dated 10/18/2019 and (i) the Contract Plans. All obligations of the parties are contained in the contract documents, and by their acceptance of this Agreement, the parties agree to be bound by all the provisions of all of the documents. All of the documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

**2. The Work:**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner (for the prices hereinafter set forth), the work of the

**RIO VISTA CORPORATION YARD PROJECT PHASE 2 &  
SOLANO COUNTY DOIT BENICIA SHELTER**

project, and other work as called for, and in the manner designated in, and in strict conformance with the contract documents adopted by the County as prepared by the Engineer. The work shall be performed and completed as required in the plans, drawings, and specifications under the direction and supervision of, and subject to the approval of the Engineer, or designated representative.

**3. Location of Work:**

The work to be performed is at 940 St. Francis Way in Rio Vista, CA and near 221 Panorama Dr in Benicia, CA

**4. Time for Completion:**

The work under this contract for both project sites shall be completed within **ONE HUNDRED AND TWENTY WORKING DAYS**.

The DOIT Benicia Shelter Project work under this contract shall be completed within the first **THIRTY WORKING DAYS**.

**5. Contract Price:**

As compensation agreed upon for the work, County shall pay or cause to be paid to Contractor, in full, as and for the full contract price and compensation for the construction and completion of the work, the sum of **Two Million Five Hundred Forty-Eight Thousand Five Hundred Five Dollars and 00/100 (\$) 2,548,505.00** which sum is to be paid according to the schedule hereinafter provided and subject to additions and deductions as provided in the contract documents.

**6. Payment of Wages:**

The State General Prevailing Wage Rates are made a part of this contract. It is further expressly agreed between the parties that should there be any conflict between the terms of this instrument and the bid of the Contractor, then this instrument shall control and nothing shall be considered as an acceptance of the terms of the bid conflicting with it.

**7. Workers' Compensation:**

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 contract.

**8. Integration:**

It is further expressly agreed between the parties that should any conflict arise between the terms of this contract and the bid of the Contractor; this contract shall control, and nothing shall be considered as an acceptance of the terms of the bid that conflict with it.

REVISED Dated April 29, 2025


**9. Execution of Agreement:**

SOLANO COUNTY:

By: \_\_\_\_\_  
James Bezek  
Director of Resource Management

Date: \_\_\_\_\_

CONTRACTOR:

By:  \_\_\_\_\_  
By: SEBASTIAN SUERSTOK  
TITLE: PRESIDENT

Licensed in accordance with an act providing  
for the registration of contractors

Date: 6/2/2025

Contractor's License No. 884897

Business License No. 1031795

City and County of  
Business License SACRAMENTO

APPROVED AS TO FORM:

County Counsel of Solano County, California

By:  \_\_\_\_\_, Deputy

Note: Attach to this Agreement a certified copy of the resolution, minute order, or excerpt of the minutes of the County authorizing the execution of this Agreement.

If the Contractor is a corporation, attach to this contract a certified copy of the by-laws, resolutions, or excerpt of the minutes of a meeting of the board of directors of the corporation authorizing the person executing this Agreement to do so for the corporation.