



McFARLAND CITY COUNCIL

McFarland Successor Agency, McFarland Public Finance Authority,
McFarland Improvement Authority, McFarland Parking Authority

Special Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, McFarland, CA
Website: <https://www.mcfarlandcity.org/>

Wednesday, December 3, 2025
4:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
MARTIN GUTIERREZ, *Council Member*
ANITA GONZALEZ, *Council Member*
MARÍA T. PÉREZ, *Council Member*

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City’s business without them present.

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk’s Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:
Mayor/Chair, Saul Ayon

Vice Mayor/Vice-Chair, Ricardo Cano
Council Member/Board Member, Martin Gutierrez
Council Member/Board Member, Anita Gonzalez
Council Member/Board Member, María T. Pérez

INVOCATION: Councilmember Pérez

PLEDGE OF ALLEGIANCE: Councilmember Gutierrez

APPROVE AGENDA AS TO FORM

DEPARTMENTAL REPORTS

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member/ Board Member or Member from the Public requests to remove a particular item.

PUBLIC HEARINGS

1. Waive Full Reading and Introduce Ordinance No.14-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING CHAPTER 3.22 TO THE MCFARLAND MUNICIPAL CODE

ADMINISTRATIVE AGENDA

2. Approval of Resolution No. 2025-156 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE BIDDER AND AWARDING A CONTRACT TO S.C. ANDERSON IN THE AMOUNT OF \$9,540,000 FOR THE CONSTRUCTION OF THE NEW POLICE DEPARTMENT BUILDING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATING FUNDS FOR THE BID AND UP TO \$410,330 FOR CONTINGENCY AND MATERIALS SAMPLING & TESTING
3. Approval of Resolution No. 2025-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE COMPLETED WORK BY BOWMAN ASPHALT, INC. FOR THE W. KERN AVE REHABILITATION FROM 3RD ST. TO 5TH ST. - STPL 5343 (021) PROJECT AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE KERN COUNTY RECORDER

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

COUNCIL COMMENTS

COUNCIL STATEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request staff to report to the City Council at a later meeting concerning any matter. Furthermore, the City Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

CLOSED SESSION

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on December 2, 2025.



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council December 10, 2025.

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All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 1.
Section: PUBLIC HEARINGS
Meeting Date: December 3,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Economic Development Manager

SUBJECT: Waive Full Reading and Introduce Ordinance No.14-2025 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING CHAPTER 3.22 TO THE MCFARLAND MUNICIPAL CODE

SUMMARY:

During the preparation of final documents to implement the administration of sales tax, an inconsistency was found in the purpose section of the ordinance. The proposed change recognizes that the ordinance was effective with a majority vote, the ordinance reflects two thirds vote. The ordinance also reflects the change from 1% to 2% on the use tax rate.

Under the ordinance, amendments can be made by the Council that do not change the overall collection rate.

FINANCIAL IMPACT:

No Financial Impact

RECOMMENDATION:

City Council waive full reading and introduce Ordinance 14-2025.

ATTACHMENTS:

None

ORDINANCE NO. 14-2025

AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING CHAPTER 3.22 TO THE MCFARLAND MUNICIPAL CODE

Section 1. Recitals

WHEREAS, Section 3.22.030 of the McFarland Municipal Code contains a incorrect reference to the purpose of the City's retail transaction and use tax; and

WHEREAS, the California Department of Tax and Fee Administration has recommended the City correct the provision in the Municipal Code to provide consistency.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN
AS FOLLOWS:**

SECTION 1. Chapter 3.22 of the McFarland Municipal Code entitled TRANSACTIONS AND USE TAX (VOTER APPROVED) is amended as stated below. Deletions are indicated by ~~strikethroughs~~, and additions are indicated by underlines.

3.22.030. Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted to accomplish those purposes:

1. To impose a retail transaction and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.94 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if ~~two-thirds~~ a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

3.22.090 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of ~~one~~ two percent (~~1~~2.00%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 2. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance

is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

Section 5. Certification; Publication. The City Clerk shall certify the final approval of this Ordinance, publish the same as required by law, and forward a copy of the adopted Ordinance to the California Department of Tax and Fee Administration.

INTRODUCED, at a Regular meeting of the City Council of the City of McFarland, California on 12/3/2025, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

CITY OF MCFARLAND

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a Regular meeting thereof held on December 3, 2025.

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 2.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: December 3,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: Approval of Resolution No. 2025-156 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE BIDDER AND AWARDING A CONTRACT TO S.C. ANDERSON IN THE AMOUNT OF \$9,540,000 FOR THE CONSTRUCTION OF THE NEW POLICE DEPARTMENT BUILDING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATING FUNDS FOR THE BID AND UP TO \$410,330 FOR CONTINGENCY AND MATERIALS SAMPLING & TESTING

SUMMARY:

The City of McFarland was awarded a \$5,000,000 State public safety grant, which the City utilized to jumpstart the design and bidding of the new Police Department building project. With these funds, the City initiated full architectural design, plan development, environmental review, bidding preparation, and pre-construction work to advance the project to the construction-ready phase.

The proposed facility includes an approximately 11,554 sq. ft. single-story pre-engineered metal building located on the southwest corner of Parcel 1 of APN 201-070-64. The new building will accommodate the Mcfarland Police Department staff, function as a temporary emergency operation center, and include a community center to serve the public. It will be designed as an essential services building. The main portion of the structure will be a Pre-Engineered Metal Building with insulated metal panels, while the rest of the structure will consist of concrete masonry units, including temporary holding cells. The site includes a secured parking lot for the Mcfarland Police Department's staff and public parking located off Taylor Street. The first phase of the project, which is recommended for award, will only consist of the Pre-Engineered Metal Building in its entirety and the Site work. The detention portion and the Sally port will be part of phase 2.

On November 20th, 2025, at 2:15pm sealed bids were opened for this project. A total of (5) bids were received and opened by the Public Works Director. The following is the tabulation of the bids received:

BIDDER	TOTAL BID
KATCH GENERAL	\$13,518,224
S.C. ANDERSON, INC.	\$9,540,000
AMG & ASSOCIATES, INC.	\$9,881,000
4 CREEKS	\$11,620,000

COLOMBO CONSTRUCTION

\$11,429,050

Attached is the Bid Summary

The Public Works Director has reviewed and qualified the lowest responsive bidder, S.C. Anderson. A license and DIR registration verification was performed for S.C. Anderson and their listed subcontractors. All contractors were found to have the required license and active DIR registration. See attached License verification spreadsheet.

The City is allowing 298 working days (14 months) for the contractor to complete the project.

FINANCIAL IMPACT:

Costs:

Total Bid: \$9,540,000
3.5% Contingency: \$333,900
Materials Sampling and Testing: \$76,430
Total Estimated Construction Cost: \$9,950,330

Funding:

State Grant: \$5,000,000
Local Match: \$4,950,330

The Local Match portion will be funded through a combination of reserves set aside for capital improvement projects and available development impact fees.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2025-156 accepting the lowest responsive Bidder, award the project and to execute a construction agreement with S.C. Anderson, in the amount of \$9,540,000 for the total bid of the new Police Department Project and authorize the City Manager to execute the construction agreement.

Additionally, Staff recommends approval of \$333,900 for Construction Contingencies and \$76,430 for Materials Sampling & Testing—both critical to the successful completion of the project. These funds will be used to address unforeseen work that may arise during construction and was not identified at the time of bidding, as well as to ensure that the City and its residents receive a final product that meets acceptable standards of quality and construction methodology.

ATTACHMENTS:

1. Construction Agreement - Police Department - SC Anderson
2. License Verification - SC Anderson & Subcontractors
3. McFarland PD - Bid Tabulation - 11202025_Redacted
4. Bid Proposal - SC Anderson_Redacted
5. Material Testing and Inspection_Redacted

RESOLUTION NO. 2025-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE BIDDER AND AWARDING A CONTRACT TO S.C. ANDERSON IN THE AMOUNT OF \$9,540,000 FOR THE CONSTRUCTION OF THE NEW POLICE DEPARTMENT BUILDING PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATING FUNDS FOR THE BID AND UP TO \$410,330 FOR CONTINGENCY AND MATERIALS SAMPLING & TESTING

WHEREAS, the City of McFarland received a \$5,000,000 State public safety grant, which was utilized to jumpstart the design, engineering, pre-construction, and bidding phases of the new Police Department building project; and

WHEREAS, five bids for the project were publicly opened on November 20, 2025, reviewed by the Public Works Director, and verified for license and DIR compliance; and

WHEREAS, S.C. Anderson, Inc. submitted the lowest responsive bid in the amount of \$9,540,000; and

WHEREAS, an additional amount of up to \$410,330 is required for construction contingencies and materials sampling and testing; and

WHEREAS, the required local match of \$4,950,330 will be funded through a combination of reserves set aside for capital improvement projects and available development impact fees; and

WHEREAS, the City Council finds the proposed construction agreement to be in the best interest of the community,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council hereby awards a Construction Agreement to S.C. Anderson, Inc. in the amount of \$9,540,000 for the New Police Department Building Project.
3. The City Manager is authorized to execute the Construction Agreement.
4. The City Council allocates up to \$333,900 for contingency and up to \$76,430 for materials sampling and testing, for a total supplemental allocation of \$410,330.
5. The City Clerk shall certify to the passage and adoption of this resolution.

6. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on December 3, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

AGREEMENT NO. _____

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
S.C. ANDERSON**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 3rd day of **DECEMBER, 2025** by and between the CITY OF MCFARLAND, a municipal corporation (“**City**”) and **S.C. ANDERSON INC.**, a California Corporation. (“**Contractor**”). City and Contractor may sometimes be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Following submission of the lowest responsible and responsive bid for the performance of the services, Contractor was selected by the City to perform those services.
- C. Pursuant to the City of McFarland Municipal Code, City has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements set forth in the Contract Documents for the project entitled **City of McFarland Police Department (“Project”)**, in accordance with the terms and conditions of this Agreement, which may be referred to as the “**services**” or “**work**” hereunder. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in strict compliance with the Contract Documents and all local, state, and federal laws and regulations. As used herein, “**Contract Documents**” refers to all of the documents included in the solicitation of bids for the Project and Contractor’s bid proposal(s), including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid, Federal Provisions, Applicable Federal Wage Decision (if any), General Provisions, Special Provisions, Appendices, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Contract Documents are incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Contract Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Caltrans Specifications.

The provisions of the Caltrans Standard Specifications (as the same may be updated, amended, or supplemented from time to time, “Standard Specifications”) are incorporated herein, except as explicitly modified by the Contract Documents. The applicable version of the Standard Specifications shall be the version referenced in the Contract Documents, and if no version is referenced in the Contract Documents, the applicable version shall be the most recent version. In the event of any conflict or inconsistency between the provisions of the Standard Specifications and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.

(b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor’s or any of its subcontractors’ DIR registration status has been suspended, revoked, expired, or otherwise changed.

(c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested Party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the state or federal prevailing wage applicable to each laborer, whichever is higher.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor

Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Workday. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require 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.”

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless

City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown, or latent physical conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, that will materially affect the performance of Contractor's services hereunder.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a change order in accordance with Section 1.11 of this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

1.7 Unidentified Utilities.

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the Project site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface

installations.

1.8 Trench Excavation.

Pursuant to Labor Code Section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section 1.8 shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders (set forth in the California Code of Regulations, Title 8, Subchapter 4). This Section 1.8 shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid item in the Contract Documents, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Contract Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance of the Project by the City, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Notwithstanding the foregoing, Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of its subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing,

including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Contract Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work or materials at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

Change orders shall be processed as provided in the Standard Specifications, as may be amended by the Contract Documents and as follows:

The City Manager or their designee shall have authority to fully execute change orders up to any compensation or time extension constraints that may be imposed by the City Council, if any at the time of approval of this agreement.

1.12 Grant Fund Requirements.

(a) Federal Funds; Uniform Requirements. If the Project is funded in whole or in part by federal funds, as indicated in Contract Documents, City and Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) ("Uniform Requirements"), which are incorporated herein by reference. In the event of any inconsistency between the applicable Uniform Requirements and the other provisions of the Agreement, the applicable Uniform Requirements shall prevail.

(b) Grant Requirements. If the Project is funded in whole or in part by any grant funds, as indicated in the Contract Documents, City and Contractor shall comply with all requirements and conditions of the grant(s), which are incorporated herein by this reference.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern. *(If REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS applies, attach as Exhibit "B")*

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation,

including reimbursement of Contractor's expenses, of **NINE MILLION, FIVE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$9,540,000)** ("Contract Sum") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Contract Documents and this Agreement. The Contract Sum shall be made in the form of progress payments and a final payment as provided in this Section 2 and the Contract Documents unless the Bid or Contract Documents explicitly provide for a lump sum payment.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in Exhibit A. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Finance Director. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred comply with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided

herein or any applicable law.

2.4 Retention; Substitution of Securities.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within **fifteen (15)** calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **14 months (298 Days)** consecutive working days from the date on which Contractor received the Notice to Proceed, or otherwise in accordance with any schedule contained in or required to be provided by the Contract Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply as set forth below.

3.2 Force Majeure.

The time period(s) for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If City finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced, nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees, or agents of City. Neither Contractor, nor any of Contractor's officers, employees, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The “**Project Manager**” for the City shall be the **Public Works Director** or any other person as may be designated by the Project Manager. It shall be the Contractor’s responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its Principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor’s expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor’s indemnification obligation to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and

property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all

times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non- contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay the premium from any payments due to the Contractor. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required

herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other Party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, agents, representatives, and volunteers (collectively, "**Indemnitees**") from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's (or its employees', officers', agents', or subcontractor's) performance of the work hereunder or its failure to comply with any of its obligations contained in this Agreement, including any injuries to or death of any person (including, but not limited to, workers and the public), or damage to property resulting from the construction of the work or by or in consequence of any negligence regarding the work, use of improper materials or equipment in construction of the work, negligence or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under this Agreement, or by or on account of any act or omission by the Contractor (or its employees /agents) or its subcontractors (or their employees / agents) during the progress of the work or at any time before the completion and final acceptance of the Project by the City, except with respect to any loss or damage which is caused by the sole or active negligence or willful misconduct of the City as determined by a court

of competent jurisdiction. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including, without limitation, reasonable attorneys' fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement.

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by the City or any Indemnitees. In instances where City or its Indemnitees is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-Party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement Contractor shall deliver to the City, the following in the form required under the Contract Documents or otherwise by the City Clerk:

(a) A performance bond in the amount of the Contract Sum of this Agreement, which secures the faithful performance of this Agreement ("**Performance Bond**").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("**Payment Bond**").

(c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.11 of this Agreement, in an amount not less than 5% of the Contract Sum.

The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

City shall release the Performance Bond and Payment Bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement, (b) the work for the Project has been finally accepted by the City, and (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“**Risk Manager**”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required under Article 5 of this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “**books and records**”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “**documents and materials**”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents

and materials hereunder. Any use, reuse, or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse, or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in its performance of this Agreement shall be considered confidential unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the work performed with respect to the Project. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Kern, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Kern, State of California.

7.2 Termination.

The City may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained or contained in the Specifications at the time and in the manner as required. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

7.3 Dispute Resolution Process.

(a) Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Additionally, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

(b) For purposes of these procedures, “claim” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

(c) The following requirements apply to all claims to which this Section applies:

i. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in this Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

ii. Supporting Documentation. The Contractor shall submit all claims in the following format:

1. Summary of the claim, including references to the specific Bid Document provisions or provisions under this Agreement upon which the claim is based.

2. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

3. Chronology of events and correspondence related to the claim.

4. Statement of grounds for the claim.

5. Analysis of the claim’s cost, if any.

6. Analysis of the claim's time/schedule impact, if any.

(d) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(e) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(f) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

i. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

ii. For purposes of this Section, mediation includes any nonbinding process,

including, but not limited to, neutral evaluation or a dispute review board, in which an independent third Party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

iii. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(g) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(h) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

(i) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article

3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

iii. Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the reasonable attorneys' fees of the other Party arising out of the trial de novo.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code Section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City 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 Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the

Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third Party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of McFarland, 401 W Kern Ave, McFarland, CA 93250, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.5 Integration; Amendment.

This Agreement, together with the documents incorporated herein (including the Standard Specifications and the Contract Documents) and the exhibits attached hereto constitutes the entire, complete, and exclusive expression of the understanding of the Parties with respect to the subject matter hereof. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any

corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third Party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third Party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MCFARLAND, a municipal corporation

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

HODGES LAW GROUP

By: _____
Nathan M. Hodges, City Attorney

CONTRACTOR:
S.C. ANDERSON, INC.

By: _____

Name: _____

By: _____

Name: _____

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

PWCR	LEGAL ENTITY NAME	DOING BUSINESS AS	BUSINESS STRUCTURE	CONTRACTOR STATUS	CSLB	DIR REGISTRATION START DATE	DIR REGISTRATION END DATE	CSLB EXPIRE DATE
1000006299	CADE CONSTRUCTION	CADE CONSTRUCTION		DIR APPROVED	665290	7/1/2025	6/30/2027	2/28/2027
1000002453	DORFMEIER MASONRY INC.	DORFMEIER MASONRY, INC.	CORPORATION - S CORP	DIR APPROVED	861556	7/1/2025	6/30/2026	7/31/2027
1000005776	MIDSTATE SHEET METAL, INC.	MIDSTATE SHEET METAL, INC.		DIR APPROVED	840189	7/1/2025	6/30/2028	6/30/2026
1000004269	KERN GLASS AND ALUMINUM COMPANY	KERN GLASS AND ALUMINUM COMPANY		DIR APPROVED	202924	7/1/2025	6/30/2028	4/30/2026
1000031337	ANYTIME DRYWALL	ANYTIME DRYWALL	LLP/LP	DIR APPROVED	1131986	8/22/2023	6/30/2026	1/31/2027
1000040676	ROSEDALE CERAMIC TILE AND MARBLE, INC.	ROSEDALE CERAMIC TILE AND MARBLE, INC.		DIR APPROVED	656457	7/1/2025	6/30/2026	3/31/2027
1000006305	CEILING EXPERTS, INC.	CEILING EXPERTS, INC.		DIR APPROVED	917629	7/1/2025	6/30/2028	4/30/2027
1000006695	DFS FLOORING, L.P.	DFS FLOORING; DFS FLOORING, L.P.	LLP/LP	DIR APPROVED	999046	7/1/2023	6/30/2026	12/31/2026
1000024782	JEFFREY LAY CUSTOM PAINTING, INC.	JEFFREY LAY CUSTOM PAINTING, INC.		DIR APPROVED	807575	7/1/2025	6/30/2026	5/31/2026
2000008090	ENGINEERED STRUCTURES OF SAN DIEGO, INC.	CAIRO CONSTRUCTION COMPANY	CORPORATION - C CORP	DIR APPROVED	262140	1/22/2025	6/30/2026	12/31/2026
2000016569	ELITE1 FIRE PROTECTION		CORPORATION - C CORP	DIR APPROVED	1020649	11/6/2025	6/30/2027	4/30/2027
1000000369	AMERICAN INCORPORATED	AMERICAN INCORPORATED	CORPORATION - S CORP	DIR APPROVED	292529	7/1/2022	6/30/2026	5/31/2027
1000058980	ACCO ENGINEERED SYSTEMS, INC.	GEO H WILSON MECHANICAL CONTRACTORS	CORPORATION	DIR APPROVED	120696	7/1/2024	6/30/2027	12/31/2027
1000051795	AIC ELECTRIC COMPANY INC.	AIC ELECTRIC COMPANY INC.		DIR APPROVED	1022669	7/1/2025	6/30/2026	9/30/2027
1000004963	AMERICAN WEST CONST.	AMERICAN WEST CONST.		DIR APPROVED	734133	7/1/2025	6/30/2028	3/31/2027
1000004530	KERN ASPHALT PAVING & SEALING COMPANY	KERN ASPHALT PAVING & SEALING COMPANY	CORPORATION - C CORP	DIR APPROVED	812686	7/1/2024	6/30/2027	9/30/2026
1001016522	SAN JOAQUIN FENCE	SAN JOAQUIN FENCE		DIR APPROVED	1095547	7/1/2025	6/30/2028	8/31/2026
2000000763	AMERICAN HYDROTECH INC	AMERICAN HYDROTECH INC		DIR APPROVED	796288	7/1/2023	6/30/2026	6/30/2027
1000004347	C & W CUSTOM CABINETS INC.	C & W CUSTOM CABINETS INC.	CORPORATION - S CORP	DIR APPROVED	804186	7/1/2024	6/30/2026	2/28/2026
1000042238	IRON INDUSTRIES, INC.	IRON INDUSTRIES INC.		DIR APPROVED	851744	7/1/2025	6/30/2027	12/31/2026

CITY OF MCFARLAND - BID OPENING CHECKLIST

Project Name: City of McFarland Police Department

Bid Opening Date and Time: November 20, 2025 @ 2:15pm

Bids Opened by: Yerlys Hernandez

BIDDER'S NAME	DATE/TIME RECEIVED	BID PROPOSAL	BID SECURITY FORM	BID BOND	SUBCONTRACTORS LIST	NON-COLLUSION DECLARATION	BID AMOUNT
<u>Kitch General</u>	<u>11/20 1:58pm</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>\$13,518,224.00</u>
<u>Sc Andersen Incorporated</u>	<u>11/20 1:59pm</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>\$9,540,000.00</u>
<u>Amco Associates, Inc</u>	<u>11/20 1:59pm</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>\$9,881,000.00</u>
<u>4 Creeks Build</u>	<u>11/20 1:59pm</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>\$11,620,000.00</u>
<u>Colombo Construction</u>	<u>11/20 1:51pm</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>\$11,429,050.00</u>

I, Erika De La Cruz, hereby state that at 2:15 p.m. on November 20, 2025, there was an opening of bids received pertaining to the above named project in the City of McFarland.

Signature

Title

Date



BID PROPOSAL TO THE CITY OF McFARLAND

Contract: **City of McFarland Police Department**

Contract No.: **#2025-XX**

Work to be performed: **Construction of new Police Department Building for the City of McFarland**

Building No.: **TBD**

Project Address:
**402 Mast Avenue
McFarland, CA 93250**

In case of a discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, each issued by a surety satisfactory to the Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City.

The undersigned, as bidder, declares that all addenda issued with respect to this bid have been received and incorporated into this Proposal. The bidder's signature on this Proposal also constitutes acknowledgment of all addenda.

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the City of McFarland to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, and that he will take in full payment therefor the following lump sum price, to-wit:

CONTRACT # 2025-XX

BIDDER: S.C. Anderson, Inc.

Contract No.: 2025-XX Project: City of McFarland Police Department	
Lump Sum Price Written In Words	
1.) Bid Item #01 – Police Department Building - Architectural Bid Alternate <u>seven million, ten thousand -</u> Dollars	\$ <u>7,810,000</u>
2.) Bid Item #02 - Site Work <u>Two Million, Five hundred thirty thousand</u> Dollars	\$ <u>2,530,000</u>
3.) Total Bid (1+2) <u>Nine million, Five hundred forty thousand</u> Dollars	\$ <u>9,540,000</u>

Acknowledgment of Addendum:			
Addendum No. <u>01</u>	Dated <u>11/10/2025</u>	Addendum No. _____	Dated _____
Addendum No. <u>02</u>	Dated <u>11/17/2025</u>	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

END OF PROPOSAL FORM

END OF SECTION

CONTRACT # 2025-XX

SUBCONTRACTORS

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR:	Cade Concrete
Item No. or Description of Work:	Cast-In-Place Concrete & Rebar
Dollar Amount or Percentage of Total Bid	
Business Address:	Bakersfield, CA
Class C8 License No.	[REDACTED]
DIR Registration No.	[REDACTED]
SUBCONTRACTOR:	Dorfmeier Masonry
Item No. or Description of Work:	Masonry
Dollar Amount or Percentage of Total Bid	
Business Address:	Fresno, CA
Class C29 License No.	[REDACTED]
DIR Registration No.	[REDACTED]
SUBCONTRACTOR:	Midstate Sheet Metal, Inc.
Item No. or Description of Work:	Sheet Metal & Flashing
Dollar Amount or Percentage of Total Bid	
Business Address:	Bakersfield, CA
Class C43 License No.	[REDACTED]
DIR Registration No.	[REDACTED]

BIDDER: S.C. Anderson, Inc.

SUBCONTRACTOR: Kern Glass

Item No. or Description of Work: Aluminum Framed Entrances & Storefronts

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C17 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: Anytime Drywall

Item No. or Description of Work: Gypsum Board & Metal Stud Framing

Dollar Amount or Percentage of Total Bid _____

Business Address: Phelan, CA

Class C9 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: Rosedale Ceramic Tile & Marble, Inc.

Item No. or Description of Work: Tiling

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C54 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: Ceiling Experts

Item No. or Description of Work: Acoustical Panel Ceiling & Wall Panels

Dollar Amount or Percentage of Total Bid _____

Business Address: Sacramento, CA

Class C2 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: DFS Flooring LP

Item No. or Description of Work: Flooring

Dollar Amount or Percentage of Total Bid _____

Business Address: Fresno, CA

Class C15 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: Jeffrey Lay Custom Painting

Item No. or Description of Work: Painting

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C33 License No. [REDACTED] DIR Registration No. [REDACTED]

CONTRACT # 2025-XX

BIDDER: S.C. Anderson, Inc.

SUBCONTRACTOR: Engineered Structures of San Diego Inc.dba Cairo Construction Co.

Item No. or Description of Work: Metal Building Systems

Dollar Amount or Percentage of Total Bid _____

Business Address: San Diego, CA

Class A License No. _____ DIR Registration No. _____

SUBCONTRACTOR: Elite 1 Fire Protection Corp.

Item No. or Description of Work: Fire Suppression

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C16 License No. _____ DIR Registration No. _____

SUBCONTRACTOR: American, Inc.

Item No. or Description of Work: Plumbing

Dollar Amount or Percentage of Total Bid _____

Business Address: Visalia, CA

Class C36 License No. _____ DIR Registration No. _____

SUBCONTRACTOR: ACCO Engineering Systems, Inc.

Item No. or Description of Work: HVAC

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C20 License No. _____ DIR Registration No. _____

SUBCONTRACTOR: AIC Electric

Item No. or Description of Work: Electrical & Low Voltage

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C10 License No. _____ DIR Registration No. _____

SUBCONTRACTOR: American West Construction Co.

Item No. or Description of Work: Earth Moving

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C12 License No. _____ DIR Registration No. _____

CONTRACT # 2025-XX

BIDDER: S.C. Anderson, Inc.

SUBCONTRACTOR: Kern Asphalt Paving & Sealing Co., Inc.

Item No. or Description of Work: Asphalt Paving

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C12 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: San Joaquin Fence

Item No. or Description of Work: Fencing

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C13 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: American Hydrotech Inc.

Item No. or Description of Work: Landscaping & Irrigation

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class C27 License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: American, Inc.

Item No. or Description of Work: Utilities

Dollar Amount or Percentage of Total Bid _____

Business Address: Bakersfield, CA

Class A License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: Engineered Structures of San Diego Inc.dba Cairo Construction Co.

Item No. or Description of Work: Insulated Metal Wall & Roof Panels

Dollar Amount or Percentage of Total Bid _____

Business Address: San Diego, CA

Class A License No. [REDACTED] DIR Registration No. [REDACTED]

SUBCONTRACTOR: C&W Custom Cabinets, Inc.

Item No. or Description of Work: Casework

Dollar Amount or Percentage of Total Bid _____

Business Address: Landcaster, CA

Class C6 License No. [REDACTED] DIR Registration No. [REDACTED]

CONTRACT # 2025-XX

BIDDER: S.C. Anderson, Inc.

SUBCONTRACTOR: Iron Industries

Item No. or Description of Work: Structural Steel Framing

Dollar Amount or Percentage of Total Bid _____

Business Address: Handford, CA

Class C51 License No. _____

DIR Registration No. _____

SUBCONTRACTOR: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Business Address: _____

Class _____ License No. _____

DIR Registration No. _____

SUBCONTRACTOR: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Business Address: _____

Class _____ License No. _____

DIR Registration No. _____

SUBCONTRACTOR: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Business Address: _____

Class _____ License No. _____

DIR Registration No. _____

SUBCONTRACTOR: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Business Address: _____

Class _____ License No. _____

DIR Registration No. _____

SUBCONTRACTOR: _____

Item No. or Description of Work: _____

Dollar Amount or Percentage of Total Bid _____

Business Address: _____

Class _____ License No. _____

DIR Registration No. _____

BID SECURITY FORM

CONTRACT: City of McFarland Police Department

CONTRACT: #2025-XX

Accompanying this proposal is security (check one only) in an amount equal to at least ten percent (10%) of the total amount of the bid:

Bid Bond ☒; Certified Check ☐; Cashier's Check ☐; Cash (\$ _____)

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state first and last name in full.

FIRM NAME S.C. Anderson, Inc.

Steven C. Anderson - President, Leigh Ann Anderson - Chief Executive Officer, Steven S. Anderson - Chief Operations Officer, Jacob Anderson - Chief Financial Officer

Licensed in accordance with an act providing for the registration of Contractors,

Class B License No. 441769 Expires 6/30/2027

Department of Industrial Relations Registration No: 1000003704



Signature of Bidder

11/17/25
Dated

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: 11109 River Run Blvd. Suite 200, Bakersfield, CA 93311

Zip Code

MAILING ADDRESS: P.O. Box 20489, Bakersfield, CA 93390

Zip Code

BUSINESS PHONE: (661) 392-7000 **FAX NUMBER:** (661) 391-9999

EMAIL: laa@scanderson.com

END OF SECTION

CONTRACT # 2025-XX

CONTRACT: City of McFarland Police Department
CONTRACT NO.: 2025-XX

To the City of McFarland:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

The undersigned declares:

I am the Chief Executive Officer of
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

S.C. Anderson, Inc., the party making the
foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/17, 2025

at Bakersfield, CA.
[city] [state]

Leigh Ann Anderson
(Printed or Typed Name)


(Signature)

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

* **NOTE:** Completing, signing, and returning the Non-collusion Affidavit is a required part of each Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION

CONTRACT # 2025-XX



Bid Bond

CONTRACTOR:

(Name, legal status and address)

S.C. Anderson Inc.
11109 River Run Blvd. Suite 200
Bakersfield, CA 93250

OWNER:

(Name, legal status and address)

City of McFarland
402 W. Kern Ave.
McFarland, CA 93250

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of McFarland Police Department, 402 Mast Avenue, McFarland, CA. 93250

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of November, 2025.

Janene Huffman
(Witness) Janene Huffman



S.C. Anderson Inc.

(Contractor as Principal)

(Seal)

Giada Genito
(Witness) Giada Genito

By: [Redacted]
(Title)

Liberty Mutual Insurance Company

(Surety)

By: [Redacted]

(Title) Lyn Genito, Attorney-in-Fact

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20652e 02/21



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Lyn Genito all of the city of Fresno, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: S.C. Anderson Inc.

Obligee Name: City of McFarland

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By [Redacted Signature]
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of November, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By [Redacted Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested to by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of November, 2025.



By [Redacted Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

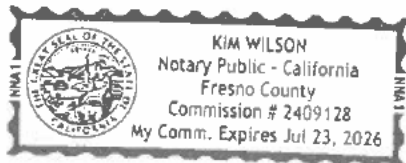
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of Fresno)

On 11-17-2025, before me, Kim Wilson, Notary Public, personally appeared Lyn Genito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: _____
Kim Wilson, Notary Public

November 26, 2025

TASK ORDER
CONSTRUCTION ENGINEERING
CITY OF McFARLAND - POLICE DEPARTMENT BUILDING

BHT Engineering, Inc. will perform Construction Engineering services as outline in the RFQ for Professional Engineering On-Call Services dated July 2024, and per On-Call Engineering Contract dated July 25, 2024

SCOPE OF WORK	Staff	Estimated Hours	Rate / hr.	Total
Project Administration, and Coordination				
Coordinate with City Staff for project's concept and direction. Internal coordination meetings to ensure team members are current in project goals and criteria, as well as apprised of any project adjustments. Provide communication and correspondence with City and Sub-Consultant. This task includes project setup, coordination, budget/schedule monitoring, and invoicing.	Sr. Civil Engineer	16	\$ 165.00	\$ 2,640.00
	Assist. Proj. Manager	8	\$ 110.00	\$ 880.00
	Clerical	10	\$ 65.00	\$ 650.00
Materials Testing Services - by Sub-Consultant				
Soils Engineering, Inc. will perform material inspection, testing and sampling and will produce test data and summary logs. BHT will provide coordination for Materials Testing Services and Soils Compaction with Geotechnical Lab and City Staff; receive, review testing reports. - See attached proposal.	Sr. Civil Engineer	16	\$ 165.00	\$ 2,640.00
	SEI - estimate	1	\$ 69,412.00	\$ 69,412.00
Mileage: 80 miles round trip x 4 times		320	\$ 0.65	\$ 208.00

Grand Total= \$ 76,430.00

NOTES:

*This total estimated time is considered a maximum amount based on scope of work and expected course of construction. Scope of work / course of construction changes could reflect changes in time. Additional cost of time and materials, which BHT Engineering, Inc. would work with the City.

*The work as described for this task order shall be completed by December 31, 2026. This timeline may be extended

*The signatures below shall serve as an authorization to proceed on Task Order from the City and is acknowledged by Consultant.

***NOTE: City Staff will perform inspection services, daily reports to document: materials, subcontractors, equipment, manpower, weather, employee interviews, and other inspection activities necessary to assure that the construction is being performed in accordance with the project plans and specifications, state and federal laws. Coordination with Prime and subcontractors for all compaction and testing per project specifications.**

BHT Engineering, Inc.


Juan M. Pantoja, Principal Engineer

Date: 11/26/25

City of McFarland


Yerlys Hernandez - Public Works Director

Date:



November 25, 2025

SEI REVISED Proposal No. 25-662

BHT Engineering, Inc.
218 South H Street, Suite 203
Bakersfield, CA 93304

Attention: Mr. Juan Pantoja, PE

Subject: **PROPOSAL:** Materials Testing & Inspection Services (MT&I)
Project: City of McFarland Police Department
Location: 402 Mast Avenue, McFarland, CA 93250
Permit No.: not provided at the time of this proposal

Dear Mr. Pantoja,

We at Soils Engineering, Inc. (SEI) are pleased to provide services for this Prevailing Wage project.

Our services will consist of Construction Materials Testing and Special Inspection Services, and we will bill our services on a Time-and Materials (T&M) basis in accordance with our 2025 Fee Schedule based on the items listed on the 100% Construction Plans you emailed to us on November 21, 2025, the requests of your Authorized Representative, the requirements of our April 4, 2025 Geotechnical Engineering report (SEI File No. 25-20251), our experience with similar projects, and our interpretation of the project documents we have at the time of preparing this proposal. At the time of preparing this proposal, we did not have a copy of a construction schedule.

Durin our November 25, 2025 phone conversation with Mr. Yerlys Hernandez, Public Works Director with the City of McFarland, we have limited our masonry inspection scope to the electrical room at grid line B.1 between 1.1 and 1.2 and the wingwall just east of B.1 between 4 and 5 on sheet A-111 of the project plans.

The Authority Having Jurisdiction (AHJ) on this project is The City of McFarland.

We have listed our scope and estimate of charges in the following tables:

EARTHWORK					
Field Services	# of Trips	Hours/Trip	Total Hours	Rate	Cost
Grading Observation and Site Compaction Testing	10	8	80	\$ 135	\$ 10,800
Compaction Testing in Utility Trenches	20	4	80	\$ 135	\$ 10,800
Compaction Testing in Paving Areas	10	4	40	\$ 135	\$ 5,400
Mileage Charges	# of Trips	Miles/Trip	Total Miles	Rate	Cost
Mileage to Site (Round Trip)	40	64	2560	\$ 0.70	\$ 1,792
Laboratory Tests			# of Tests	Rate	Cost
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method A or B)			5	\$ 200	\$ 1,000
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method C)			2	\$ 250	\$ 500
				Subtotal:	\$ 30,292

PROPOSAL: Materials Testing & Inspection Services (MT&I)
SEI REVISED Proposal No. 25-662
Project: City of McFarland Police Department
November 25, 2025
Location: 402 Mast Avenue, McFarland, CA 93250
Page 2

*We will perform import material acceptance testing if it is necessary on his project. We do not know the location of any import material source sites at the time of preparing this cost estimate. We assume that the import source is local to the job site. Therefore, for estimating purposes, we estimate that the import source is the same distance from our office to the project. However, we will charge the actual round trip travel time and mileage from our office to the import source location.

ASPHALT					
Field Services	# of Trips	Hours/Trip	Total Hours	Rate	Cost
Asphalt Consistency Testing - ST	1	8	8	\$ 135	\$ 1,080
Asphalt Consistency Testing - OT	1	4	4	\$ 203	\$ 812
Mileage Charges	# of Trips	Miles/Trip	Total Miles	Rate	Cost
Mileage to Batch Plant (Round Trip)	1	64	64	\$ 0.70	\$ 45
Laboratory Tests			# of Tests	Rate	Cost
Theoretical Maximum Specific Gravity/Density (RICE) (CTM-309)			1	\$ 175	\$ 175
Subtotal:					\$ 2,112

*We estimated that the contractor will place approximately 1,000 Tons HMA on this project and that they will place 80 tons per hour which will make for a 12 hour day.

*We do not know if the asphalt mix or mixes on this project will include Reclaimed Asphalt Pavement (RAP). Therefore, we have included the cost of the cost of the laboratory tests associated with RAP in case the asphalt contains RAP. If there will not be RAP in the asphalt on this project, we will not charge for the lab testing of the RAP.

CONCRETE					
Field Services	# of Trips	Hours/Trip	Total Hours	Rate	Cost
Concrete Sampling and Testing	6	6	36	\$ 135	\$ 4,860
Sample Pickup at Site	6	2	12	\$ 135	\$ 1,620
Rebar Inspection	5	4	20	\$ 140	\$ 2,800
Post Installed Anchor Inspection and Testing	2	4	8	\$ 135	\$ 1,080
Mileage Charges	# of Trips	Miles/Trip	Total Miles	Rate	Cost
Mileage to Site (Round Trip)	19	64	1216	\$ 0.70	\$ 851
Laboratory Tests			# of Tests	Rate	Cost
Compressive Strength of Concrete Cylinders (ASTM C39) (Set of 5)			10	\$ 130	\$ 1,300
Subtotal:					\$ 12,511

MASONRY					
Field Services	# of Trips	Hours/Trip	Total Hours	Rate	Cost
Masonry Inspection (Including Grout and Mortar Sampling)	5	6	30	\$ 140	\$ 4,200
Mileage Charges	# of Trips	Miles/Trip	Total Miles	Rate	Cost
Mileage to Site (Round Trip)	5	64	320	\$ 0.70	\$ 224
Laboratory Tests			# of Tests	Rate	Cost
Compressive Strength of Grout (ASTM C942) (Set of 3)			6	\$ 130	\$ 780
Compressive Strength of Mortar (ASTM C109) (Set of 3)			6	\$ 130	\$ 780
Compressive Strength of Concrete Masonry Unit (CMU) (3 Required) (ASTM C140)			3	\$ 300	\$ 900
Moisture, Absorption & Unit Weight of CMU (3 Required) (ASTM C140)			3	\$ 150	\$ 450
Subtotal:					\$ 7,334

*We do not know the location of the masonry block supplier at the time of preparing our cost estimate. We assume that the masonry supplier will be local to the job site. Therefore, for estimating purposes, we estimate that the masonry block supplier is the same distance from our office to the project. However, we will charge the actual round trip travel time and mileage from our office to the masonry block supplier.

PROPOSAL: Materials Testing & Inspection Services (MT&I)
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STEEL					
Field Services	# of Trips	Hours/Trip	Total Hours	Rate	Cost
Material Identification	2	8	16	\$ 140	\$ 2,240
Shop Welding Inspection	4	8	32	\$ 140	\$ 4,480
Field Welding Inspection	4	8	32	\$ 140	\$ 4,480
High Strength Bolt Inspection	1	6	6	\$ 140	\$ 840
Mileage Charges	# of Trips	Miles/Trip	Total Miles	Rate	Cost
Mileage to Site (Round Trip)	5	64	320	\$ 0.70	\$ 224
Mileage to Steel Fabricator (Round Trip)	6	64	384	\$ 0.70	\$ 269
Equipment Charges	# of Trips			Rate	Cost
Skidmore-Wilhelm Device (Model MZ)	1			\$ 250	\$ 250
Subtotal:					\$ 12,783

**We do not know the location of the steel fabricator's locations or their schedules at the time of preparing our cost estimate. We assume that the fabricator will be local to the job site our office. Therefore, for estimating purposes, we estimate that the fabrication shop will be the same distance from our office to the project. However, we will charge the actual travel time and mileage from our office to the fabrication shop. Additionally, we estimate that the fabrication will take place Monday through Friday from approximately 7AM to 4PM. We estimate there will be a single shift.*

ADMINISTRATION			
Administrative Services	Total Hours	Rate	Cost
Project Management by Project Professional (Review Reports and Submittals)	10	\$ 155	\$ 1,550
Engineering Review By Senior Licensed Engineer	4	\$ 220	\$ 880
Reporting	# of Reports	Rate	Cost
Report Preparation	30	\$ 65	\$ 1,950
Subtotal:			\$ 4,380
TOTAL COST ESTIMATE:			\$ 69,412

Our cost estimate for this project is\$69,412.

Exclusions:

- **Import Source Sampling and Laboratory Testing – Geotechnical and Environmental:** We have excluded import source sampling and testing for geotechnical laboratory testing per our Geotechnical Investigation report. If you need these services, we will provide a proposal or bill it as extra work to the project on a T&M Basis.
- **Retesting, Reinspection, Standby, Cancellations:** Our time on the project is dependent on the contractor's schedule. We cannot control nor direct the contractor's means-and-methods. Therefore, we will note on our invoices work that is associated with retesting and reinspection due to contractor's rework, standby time, and contractor cancellations.

PROPOSAL: Materials Testing & Inspection Services (MT&I)
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We appreciate the opportunity to provide our services. Please contact us if you have any questions.

Respectfully submitted,

SOILS ENGINEERING, INC.



Michael Collins, BSCE, EIT-Civil Engineering
Construction Materials Manager



On Man Lau, PE, GE
Engineering Manager

Attachments: Contract and 2025 Fee Schedule

SOILS ENGINEERING, INC. Terms for Engineering, Inspection Services and/ or Materials Testing

THIS AGREEMENT

SEI REVISED PROPOSAL NO.: 25-662

This agreement is made by and between SOILS ENGINEERING, INC. (SEI), herein after referred to as Geotechnical Engineer, and **BHT Engineering, Inc.**, herein after referred to as Client. This agreement between the parties consists of these terms, and the attached proposal identified as **25-662 (Materials Testing and Inspection Services for the City of McFarland Police Department project, located at 402 Mast Avenue, McFarland, CA 93250)** dated November 25, 2025, and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

STANDARD OF CARE: The client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Geotechnical Engineer will be based solely on information available to the geotechnical engineer. The geotechnical engineer is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by the geotechnical engineer under this agreement are expected by the client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied is made.

SITE ACCESS AND SITE CONDITIONS: Client will grant or obtain free access to the site for all equipment and personnel necessary for the geotechnical engineer to perform the work set forth in this agreement. The client will notify any and all possessors of the project site that client has granted geotechnical engineer free access to the site. The geotechnical engineer will take reasonable precautions to minimize damage to the site, but it is understood by client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

The client is responsible for the accuracy of locations for all subterranean structures and utilities. The Geotechnical Engineer will take reasonable precautions to avoid known subterranean structures, and the client waives any claim against Geotechnical Engineer, and agrees to defend, indemnify, and hold Geotechnical Engineer harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, client agrees to compensate geotechnical engineer for any time spent or expenses incurred by Geotechnical Engineer in defense of any such claim with compensation to be based upon Geotechnical Engineer's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL: The geotechnical engineer will dispose of all remaining samples after the required testing is complete unless other arrangements are made. Further storage or transfer of samples can be made at client's expense upon client's prior written request.

CONSTRUCTION MONITORING: If the geotechnical engineer is retained by the client to provide a site representative for the purpose of monitoring specific portions of the construction work as set forth in the proposal then this phrase applies. For the specified assignment, the geotechnical engineer will report observations and professional opinions to the client. No action of the geotechnical engineer or geotechnical engineer's site representative can be construed as altering any agreement between the client and others. The geotechnical engineer will report any observed work to the client which, in the geotechnical engineer's professional opinion, does not conform with plans and specifications. The geotechnical engineer has no right to reject or stop work of any agent of the client. Such rights are reserved solely for the client. Furthermore, the geotechnical engineer's presence on site does not in any way guarantee the completion or quality of the performance or the work of any party retained by the client to provide construction related services.

The geotechnical engineer will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or agreement of the client, or safety precautions and programs incident thereto.

BILLING AND PAYMENT: The services that are agreed upon are listed in SEI proposal 25-662, dated November 25, 2025. Client will pay the geotechnical engineer the lump sum amount indicated on SEI's Proposal. If an estimate for services was provided, then all services will be billed as Time & Materials (T&M) per our referenced fee schedule in SEI proposal 25-662. Invoices will be submitted to Client by Geotechnical Engineer, and will be payable upon presentation. If client objects to all or any portion of any invoice, client will so notify geotechnical engineer in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from the date of invoice. Client will pay an additional charge of one and one half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent account, except any portion of the invoiced amount in dispute and resolved in favor of client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount.

Client Initials _____

CONTRACT: Materials Testing and Inspection Services (MT&I)

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All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the client to geotechnical engineer per geotechnical engineer's current fee schedules. In the event client fails to pay geotechnical engineer within sixty (60) days after invoices are rendered, client agrees that geotechnical engineer will have the right to consider the failure to pay the geotechnical engineer's invoice as a breach of this agreement.

TERMINATION: This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if the client suspends the work for more than three (3) months. In the event of termination, geotechnical engineer will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

RISK ALLOCATION/RELEASE/INDEMNIFICATION: There are a variety of risks which potentially affect the Geotechnical Engineer by virtue of entering into an agreement to perform professional engineering services on the Client's behalf. One of these risks stems from the Geotechnical Engineer's potential for human error. In order for the Client to obtain the benefit of a fee which includes a lesser allowance for dealing with the Geotechnical Engineer's risks, the Client agrees to limit the Geotechnical Engineer's liability to the Client and to all other parties for claims arising out of the Geotechnical Engineer's performance of the services described in the agreement. The total aggregate liability of the Geotechnical Engineer will be limited to the insurance policy provided to the Client. The Client hereby releases Geotechnical Engineer for and from all claims, losses, liabilities, damages, actions, causes of action and remedies other than Client's remedy to claim and receive insurance proceeds as an additional insured under the insurance policy required by the provisions of this Agreement. Such release includes a waiver of all rights and benefits accorded by the provisions of California Civil Code Section 1542. The Client agrees to indemnify, defend and hold harmless Geotechnical Engineer, for all claims, losses, liabilities, damages, actions, causes of action and remedies arising from or in connection with Geotechnical Engineer's performance of its duties and obligations under this Agreement, including Geotechnical Engineer's acts or omissions, other than Client's remedy to claim and receive insurance proceeds as an additional insured under the insurance policy required by the provisions of this Agreement.

Limitations on liability, releases and indemnities in this agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, excepting only the sole negligence or willful misconduct of Geotechnical Engineer. The parties bound by the provisions of this Section include the Client and its officers, directors, owners, members, agents, employees, affiliates, subcontractors, successors and assigns. The parties benefited by the provisions of this Section include Geotechnical Engineer and its officers, directors, owners, members, agents, employees, affiliates, subcontractors, successors and assigns. The parties also agree that the Client shall not be entitled to seek or recover damages in excess of the above limitations indirectly through suits with other parties who may join the Geotechnical Engineer as a third party defendant.

Notwithstanding anything to the contrary contained in this Agreement, both Client and Geotechnical Engineer agree that neither party will be liable to the other, under any circumstances, for special, consequential, or punitive damages arising out of or related to this agreement or any acts or omissions of SEI.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS: Client warrants that a reasonable effort to inform geotechnical engineer of known or suspected hazardous materials on or near the project site has been made. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Geotechnical engineer and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Geotechnical engineer and client also agree that the discovery of unanticipated hazardous materials may make it necessary for geotechnical engineer to take immediate measures to protect health and safety. Client agrees to compensate geotechnical engineer for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

The Geotechnical Engineer agrees to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold The Geotechnical engineer harmless for any and all consequences of disclosures made by The Geotechnical engineer which are required by governing law. In the event the project site is not owned by client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the agreement, client waives any claim against geotechnical engineer, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold geotechnical engineer harmless from any claim, liability, and/or defense costs for injury or loss arising from geotechnical engineer's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with the possible reduction of the property's value. Client will be responsible of any samples secured by the geotechnical engineer which are found to be contaminated.

Client Initials _____

CONTRACT: Materials Testing and Inspection Services (MT&I)

Project: City of McFarland Police Department

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DISPUTES RESOLUTION: All claims, disputes, and other matters in controversy between geotechnical engineer and client arising out of or in any way related to this agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent client and geotechnical engineer have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution" which, if attached, is incorporated and made a part of this agreement.

If a dispute at law arises related to the services provided under this agreement and that dispute arises litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where geotechnical engineer's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

GOVERNING LAW AND SURVIVAL: The law of the state of California will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for cause.

NO THIRD PARTY BENEFICIARIES: Nothing herein is intended to convey any rights to individuals or entities that are not parties to this Agreement.

The parties have read the foregoing, understand completely the terms, and willingly enter into this agreement which will become effective on the date signed by the client below.

Soils Engineering, Inc.

BHT Engineering, Inc.

Tony M. Frangie, Vice President

By: Date:

Date:

(Please Print Name & Title Above)



2025 FEE SCHEDULE

**Geotechnical Engineering • Geological Engineering • Environmental Engineering
Surveying • Drilling Services • Materials Testing & Inspection**

Leadership Team

L. Thomas Bayne.....	President
Tony Frangie.....	Vice President
On Man Lau.....	Engineering Manager
Robert Becker.....	Environmental Manager
Darren McCaffrey	Chief Surveyor
Michael Collins	Construction Materials Manager
Andrew Lucas.....	Laboratory Manager

INTRODUCTION

Established in 1966 in Bakersfield, California, Soils Engineering, Inc. has successfully provided our clients with the best in professional engineering consulting, materials testing, and drilling services for geotechnical and environmental exploration.

Listed herein are prices for the most frequently performed engineering and testing services that we offer.

Sampling and testing are conducted in accordance with the latest applicable specifications of the American Society for Testing and Materials, American Association of State Highway Officials, or other pertinent agencies.

Basis for charges for 2025

Test prices shown are for laboratory work only and include reporting of routine results (not calling for recommendation or conclusion). The standard turn-around time for all laboratory testing is five (5) working days. For all expedited laboratory testing requests, an additional rush fee of fifty percent (50%) will be added. All soil samples will be discarded after test completion, unless prior arrangements have been made in advance.

Services and inspection(s) within a radius of fifty (50) miles will incur a two-hour minimum with additional time calculated in two-hour blocks thereafter. Services and inspection(s) outside of fifty (50) miles will incur a four-hour minimum with additional time calculated in two-hour blocks thereafter. Service commenced between the hours of 7:00am and 4:00pm (Monday - Friday) will be performed at the standard rates presented herein. Any services initiated outside of these hours will be billed at the appropriate rate. Services that are rendered more than eight-hours (and up to twelve) on any weekday and on Saturdays will be billed at time and a half. Services rendered more than twelve-hours on any weekday, on Holidays, on Sundays, or more than eight-hours on Saturdays will be charged at two-times the hourly rate.

Requests for copies of Geotechnical or Environmental Investigations previously completed and reported must be approved by the original client. Once approved by the client, the person requesting will be required to pay a one-time report fee of two-hundred dollars (\$200.00) prior to release of the report.

Miscellaneous expenses encountered in performance of services, such as printing and binding, permits, supplies not normally used to perform a specific job, etc. are billed at cost plus a twenty percent (20%) service fee. All heavy equipment rentals are based on a minimum charge of four hours, not including travel time.

Invoices are submitted at monthly intervals, or upon completion of the project, whichever is sooner. Engineering, project management and report preparation time will be added to invoices, as required. Payment for all work performed is due upon receipt of the invoice, unless otherwise agreed. A service fee of one and one-half percent (1.5%) per month will be added to overdue accounts thirty (30) days after the date of the original invoice.

PROFESSIONAL STAFF RATES

Senior Registered Engineer / Licensed Land Surveyor or Principal	\$220.00/hr.
Registered Engineer or Geologist, REA II	\$220.00/hr.
Project Professional	\$155.00/hr.
Staff Engineer.....	\$130.00/hr.
Staff Geologist.....	\$130.00/hr.
Expert Testimony and Special Consultation (4hr Minimum)	\$500.00/hr.
Project Administrator/Coordinator	\$90.00/hr.
Administrative Assistant/Clerical.....	\$80.00/hr.
Report Preparation/Clerical.....	\$65.00/per report

TECHNICAL STAFF RATES

Field, Laboratory, & Project Manager.....	\$105.00/hr.
Engineering Technician (Field or Laboratory).....	\$85.00/hr.
Deputy Inspector (Requires Certified Testers or Inspectors, i.e., ICC, AWS, Caltrans, etc.)	\$100.00/hr.
Non-Destructive Testing (NDT)	\$125.00/hr.

SURVEYING SERVICES

Survey Crew (1-Person).....	\$165.00/hr.
Survey Crew (2-Person).....	\$210.00/hr.
Dig Alert USA Ticket Staking / Layout	\$115.00/hr.
Surveyor Office Research & Calculations	\$130.00/hr.
Computer Aided Drafting (CAD)	\$130.00/hr.
Trimble Handheld GPS Device, & Digital Optical Level.....	\$110.00/day
Trimble R8 GPS, & Trimble VX Total Station.....	\$270.00/day
Leica C10 3D Scanner.....	\$800.00/day

DRILLING SERVICES

Drilling Services (CME 75 HT) two-man crew	\$330.00/hr.
Drilling Services (CME 45 HT) two-man crew	\$280.00/hr.
In adverse drilling conditions, the client will be responsible for replacing lost or broken equipment.	



2025 FEE SCHEDULE

PREVAILING WAGE RATES – SOUTHERN CALIFORNIA

This Fee Schedule was developed based on determination index SC-23-63-2-2020-2D, general prevailing wage journeyman. The billing rates are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.

Group 1	\$135.00/hr.
<i>Field Soils & Materials Tester, Field Asphaltic Concrete, Field Earthwork, Roof Inspector, Water Proofer</i>	
Group 2	\$140.00/hr.
<i>AWS-CWI Inspector, Building/Construction Inspector, Licensed Grading Inspector, Reinforcing Steel, Reinforced Concrete, Pre/Post-Tension Concrete, Structural Steel & Welding Inspector, Glue-Lam & Truss Joints, Truss-Type Joint Construction, Shear Wall & Floor System, Concrete Batch Plant, Spray-Applied Fireproofing, Structural Masonry</i>	
Group 3	\$145.00/hr.
<i>Non-Destructive Testing (NDT)</i>	
Survey Crew (1-Person)	\$240.00/hr.
Survey Crew (2-Person)	\$340.00/hr.
Drilling Services (CME 75 HT) two-man crew	\$410.00/hr.
Drilling Services (CME 45 HT) two-man crew	\$385.00/hr.

PREVAILING WAGE RATES – NORTHERN CALIFORNIA

This Fee Schedule was developed based on determination index NC-63-3-9-2020-2, general prevailing wage journeyman. The billing rates are subject to revision at the time of issuance of a new Determination and subsequent Determinations or Predetermined Increases for the duration of the project. The rates in effect at the time of a Determination or Predetermination shall be increased proportionally with respect to any labor and benefits rate increases mandated by the California Department of Industrial Relations.

Group 1	\$145.00/hr.
<i>DSA Masonry, DSA Shotcrete, Lead Inspector, NICET Level IV & NDT Level II</i>	
Group 2	\$140.00/hr.
<i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Shear Wall/Floor System Inspector, Building/Construction Inspector</i>	
Group 3	\$135.00/hr.
<i>Geotechnical Driller, Soils/Asphalt, Earthwork Grading, Excavation & Backfill, NICET Level II</i>	
Group 4	\$130.00/hr.
<i>ACI, Drillers Helper, ICC Fireproofing, NICET Level I, Proof-load Testing, Torque Testing, NACE, NDT Level I</i>	
Survey Crew (1-Person)	\$240.00/hr.
Survey Crew (2-Person)	\$340.00/hr.
Drilling Services (CME 75 HT) two-man crew	\$410.00/hr.
Drilling Services (CME 45 HT) two-man crew	\$385.00/hr.

TRAVEL AND EXPENSES

Travel Time Rates.....	Hourly Rates
Vehicle Mileage Rates	\$0.70/mile
Drill Rig Mileage Rates	\$2.50/mile
Per Diem Per Person.....	Cost plus 20%
Equipment Rental or Subcontracting Charges.....	Cost plus 20%

SOIL TESTING OR INSPECTIONS

RELATIVE COMPACTION TESTS

Nuclear Gauge Method - (ASTM D2922 Soil / ASTM D2950 Asphalt)	\$10.00/test
Nuclear Gauge Method - (CTM-231 Soil / CTM-375 Asphalt)	\$10.00/test
Sand Cone Method - (ASTM D1556).....	\$10.00/test
Sand Calibration - (ASTM D1556)	\$100.00/test

DENSITY & MOISTURE DETERMINATIONS

Tube Density - (ASTM D2937)	\$20.00/test
Native Soil Moisture - (ASTM D2216 / CTM-226)	\$20.00/test
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method A or B)	\$200.00/test
Maximum Density/Optimum Moisture (Check Point) (ASTM D1557 Method A or B)	\$100.00/test
Maximum Density/Optimum Moisture (Proctor) (ASTM D1557 Method C)	\$250.00/test
Maximum Density/Optimum Moisture (Check Point) (ASTM D1557 Method C)	\$125.00/test
Maximum Density/Optimum Moisture w/ Rock Correction (ASTM D1557 & D4718).....	\$350.00/test
California Impact (CTM-216)	\$250.00/test

SOIL TESTS

Sieve Analysis with # 200 Wash Test - (ASTM D422).....	\$100.00/test
Hydrometer Method - (ASTM D422).....	\$200.00/test
# 200 Wash Test Only - (ASTM D422)	\$60.00/test
Plasticity Index - (ASTM D4318)	\$200.00/test
Expansion Index - (ASTM D4829)	\$150.00/test
Specific Gravity of Soils (Vacuum) (ASTM D854)	\$200.00/test
Sand Equivalent (CTM-217)	\$100.00/test
Standard Resistance "R" Value (CTM-301)	\$300.00/test
Aggregate Base Resistance "R" Value (CTM-301)	\$350.00/test
Dispersion Test (Pin Hole) (ASTM D4647).....	\$300.00/test
Permeability Coefficient (ASTM D2434)	\$150.00/test

Percolation Rate (Field Test)	By Quote
SO ₄ /pH/CL/EC (Sulfate/pH/Chloride)	\$150.00/set
Minimum Resistivity (CTM 643)	\$100.00/test
Thermal Conductivity of Soils and Soft Rock by Thermal Needle Probe (ASTM D5334)	\$250.00/test

SOIL STRENGTH, SHEAR AND CONSOLIDATION TEST

Consolidation (4-Points) (ASTM D2435)	\$150.00/test
Direct Shear (3-Point Curve) (ASTM D3080)	\$200.00/test
Unconfined Compression (ASTM D2166)	\$200.00/test
Soil Strength Specimen Preparation & Testing (Cement / Lime) (Various Methods)	By Quote

ASPHALT & AGGREGATE TESTING OR INSPECTIONS

ASPHALTIC CONCRETE TESTING

HVEEM Method Max Density Compaction (CTM-304, Set of 3, Lab Mixed)	\$300.00/set
HVEEM Method Max Density Compaction (CTM-304, Set of 3, Pre-Mixed)	\$200.00/set
Marshall Method Max Density Compaction (ASTM D1559, Set of 3, Lab Mixed)	\$300.00/set
Marshall Method Max Density Compaction (ASTM D1559, Set of 3, Pre-Mixed)	\$200.00/set
Theoretical Maximum Specific Gravity/Density (RICE) (CTM-309)	\$175.00/test
Bitumen Content by Ignition Oven (CTM-382)	\$200.00/test
Mix Design Ignition Oven Correction Factor Determination @ 538°C or 482°C(CTM-382)	\$720.00/ea.
Moisture Content of Bituminous Mixtures (CTM-370)	\$50.00/test
Reclaimed Asphalt Paving (RAP) Oil Content (CTM-LP9)	\$200.00/test
Reclaimed Asphalt Paving (RAP) Moisture Content (CTM-LP9)	\$30.00/test
Bulk Specific Gravity and Density of Asphalt Cores (CTM-308)	\$20.00/ea.
Test Preparation of Drilled Asphalt Cores (Saw Cuts for Layer Separation)	\$10.00/ea.
Stabilometer "S" Value of Bituminous Mixtures (CTM-366 Set of 3 + Compaction)	\$200.00/set

AGGREGATE TESTING

Combined Aggregate Gradation (CTM-202) (ASTM C117 & C136)	\$200.00/test
Split Coarse Aggregate Gradation (CTM-202) (ASTM C117 & C136)	\$100.00/split
Sand Equivalent (CTM-217)	\$100.00/test
Percentage Crushed Particles (CTM-205)	\$150.00/test
Specific Gravity of Coarse Aggregate (CTM-206) (ASTM D127)	\$100.00/test
Specific Gravity of Fine Aggregate (CTM-207) (ASTM D128)	\$150.00/test
Durability Index (DI) (Coarse) (CTM-229)	\$220.00/test
Durability Index (DI) (Fine) (CTM-229)	\$220.00/test
Cleanliness Value (CV) (CTM-227)	\$210.00/test
Abrasion by use of LA Rattler Machine (CTM-211)	\$350.00/test
Organic Impurities (ASTM C40)	\$100.00/test

CONCRETE / MASONRY TESTING OR INSPECTIONS

CONCRETE TESTING

Compressive Strength of Concrete Cylinders (ASTM C39 / CTM-521) (Set of 4)	\$130.00/set
Compressive Strength of Concrete Cylinders (ASTM C39 / CTM-521) (Individual >4)	\$35.00/ea.
Flexural Test of Concrete Beams (ASTM C78)	\$150.00/ea.
Compressive Strength of Drilled Concrete Cores (ASTM C42)	\$50.00/ea.
Test Preparation of Drilled Cores or Cast Cylinders (Saw Cuts)	\$10.00/ea.
Compressive Strength of Lightweight Insulating Concrete Cylinders (ASTM C495)	\$50.00/ea.
Unit Weight of Structural Lightweight Concrete (ASTM C567)	\$100.00/test
Air Content of Freshly Mixed Concrete (ASTM C231)	\$100.00/test
Concrete Moisture/Alkali Test Kit (ASTM F1869)	\$75.00/test
Concrete Relative Humidity Probe (ASTM F2170)	\$75.00/test

MASONRY TESTING

Compressive Strength of Grout (ASTM C942) (Set of 3)	\$130.00/set
Compressive Strength of Mortar (ASTM C109) (Set of 3)	\$130.00/set
Compressive Strength of Drilled Masonry Cores (ASTM C42)	\$50.00/ea.
Masonry Core Shear Test	\$50.00/test
Compressive Strength of Grouted Masonry Prism (ASTM C1314)	\$450.00/set
Test Preparation of Grouted Masonry Prism (Saw Cutting)	By Quote
Compressive Strength of Concrete Masonry Unit (CMU) (3 Required) (ASTM C140)	\$300.00/set
Moisture, Absorption & Unit Weight of CMU (3 Required) (ASTM C140)	\$150.00/set
Shrinkage of CMU (3 Required) (ASTM C426)	\$450.00/set

STRUCTURAL TESTING OR INSPECTIONS

REINFORCING STEEL

Tensile Strength & Bend Test # 3 through # 8 (ASTM A615/A706)	\$100.00/test
Tensile Strength & Bend Test # 9 through # 11 (ASTM A615/A706)	\$200.00/test
Tensile Strength # 14 or #18 (ASTM A615/A706)	By Quote
Bend Test # 14 or #18 (ASTM A615/A706)	By Quote

STRUCTURAL STEEL

Spray Applied Fireproofing Density Tests	\$100.00/test
Spray Applied Fireproofing Adhesion Tests	\$50.00/test
Tensile Strength (ASTM A36)	By Quote
Bend Test (ASTM A36)	By Quote
Sample Preparation	By Quote

STRUCTURAL BUILDING (Shear Wall / Roofing)

Shear Panel Inspection.....	By Quote
Roof Installation Inspection	By Quote
Glu-Lam Inspection	By Quote
Cut Analysis of Built-Up Roofs	\$200.00/ea.
Roof Tile Strength Test - Clay or Concrete (5 Required).....	\$100.00/test
Roof Tile Absorption Test - Clay or Concrete (5 Required)	\$60.00/test

STRUCTURAL BOLTING

Structural Bolts - Bolt/Nut/Washer (Proof Load, Tensile, Hardness).....	\$600.00/set of 3
Structural Anchor Bolts - Bolt/Nut/Washer (Proof Load, Tensile, Hardness)	By Quote

BRINELL HARDNESS

Standard Indenter for Steel or Cast Iron (F Pins) (ASTM E10)	\$50.00/ea.
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EQUIPMENT & MATERIALS

MISCELLANEOUS EQUIPMENT

Service Truck / Flat Bed Truck (Mileage Charged Separately)	\$150.00/day
Concrete/Asphalt/Masonry Coring Rig.....	\$200.00/day
Hydraulic Pull Test Equipment (Up to 24 Tons)	\$100.00/day
Hydraulic Pull Test Equipment (25 Tons to 50 Tons).....	\$200.00/day
"S" Beam Load Cell (0.5 Tons to 5 Tons)	\$100.00/day
Auto-Read Floor Profiler (Floor Flatness Dipstick)	\$400.00/day
Pachometer - Rebar Locator	\$100.00/day
Schmidt Hammer	\$100.00/day
Ultrasonic Testing Equipment.....	\$150.00/day
Skidmore-Wilhelm Device (Model MZ).....	\$250.00/day
Skidmore-Wilhelm Device (Model H)	\$300.00/day
Calibrated Torque Wrench (Large)	\$75.00/day
Calibrated Torque Wrench (Small)	\$25.00/day
Steam Cleaning Unit.....	\$200.00/day
Generator	\$100.00/day
Roto Hammer / Demo Hammer.....	\$25.00/day
Submersible Pump	\$150.00/day
Water Level Meter	\$50.00/day
Water Quality Test Meter.....	\$50.00/day
Paint Thickness Meter	\$200.00/day



GEOPHYSICAL TESTING & EQUIPMENT

Ground Penetrating Radar (GPR) - Noggin 100	\$700.00/site/day
Utiliguard Locating System (Ditchwitch)	\$200.00/site/day
Resistivity Meter (A-Spacings)	By Quote
Ground Rod Resistivity Meter	\$100.00/day
Downhole Geophones	By Quote
Magnetometer	By Quote
Neutron Moisture Gauge	By Quote



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 3.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: December 3,
2025

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez, Public Works Director
Padraic Castillo, Assistant Engineer/Project Manager

SUBJECT: Approval of Resolution No. 2025-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE COMPLETED WORK BY BOWMAN ASPHALT, INC. FOR THE W. KERN AVE REHABILITATION FROM 3RD ST. TO 5TH ST. - STPL 5343 (021) PROJECT AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE KERN COUNTY RECORDER

SUMMARY:

This is a Notice of Completion for the work under contract agreement with Bowman Asphalt, Inc. for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. – STPL 5343 (021) Project. The work consisted of the retrofit of curbs and gutters, sidewalks, cross gutters, curb ramps, cold-plane 3 inches of existing roadway surface, installation of hot mix asphalt; and will upgrade signs, striping, and pavement markings.

The City Council awarded the Contract to Bowman Asphalt, Inc. on May 22, 2025, in the amount of \$282,935.50. The final project construction cost with quantity adjustments is \$282,056.65. There were no change orders on this project.

The Engineering Department has inspected the work and confirmed to Public Works that the work is in conformance with the plans and specifications as of September 08, 2025.

FINANCIAL IMPACT:

The construction cost is \$282,056.65 with a federal match of \$249,704.75 and a local match of \$32,351.90.

RECOMMENDATION:

Motion to accept the completed work by Bowman Asphalt, Inc. for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. – STPL 5343 (021) Project. and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder. Staff further recommends the release of the 5% retention to the Contractor after 30 days pending claims or liens filed during this period.

ATTACHMENTS:

1. Notice of Completion - W Kern - 3rd to 5th
2. Notice of Acceptance - W Kern - 3rd to 5th

RESOLUTION NO. 2025-158

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING
THE COMPLETED WORK BY BOWMAN ASPHALT, INC. FOR THE W. KERN AVE.
REHABILITATION FROM 3RD ST. TO 5TH ST. - STPL 5343 (021) PROJECT AND
AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE
KERN COUNTY RECORDER**

WHEREAS, Bowman Asphalt, Inc. was contracted for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. - STPL 5343 (021) Project; and

WHEREAS, the Engineering Department has inspected the work and confirmed to Public Works that the work performed by Bowman Asphalt, Inc. is in conformance with the plans and specifications as of September 08, 2025; and

WHEREAS, the City Council of the City of McFarland accepts the completed work for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. - STPL 5343 (021) Project; and

WHEREAS, the City Council of the City of McFarland authorizes the release of the 5% retention to Bowman Asphalt, Inc.; and

WHEREAS, the City Clerk is authorized to file the Notice of Completion with the Kern County Recorder,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. Bowman Asphalt, Inc. completed their contract for the W. Kern Ave. Rehabilitation from 3rd St. to 5th St. - STPL 5343 (021) Project.
2. The aforementioned contract was completed fully and in accordance with the agreed requirements.
3. The City Council of the City of McFarland accepts the completion and authorizes the release of the 5% retention to Bowman Asphalt, Inc.
4. The City Clerk shall file the Notice of Completion with the Kern County Recorder.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on December 3, 2025 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Anita Gonzalez				
María T. Pérez				
Martin Gutierrez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Erika De La Cruz, City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

Recording Requested By:

FBO

CITY OF McFARLAND

When Recorded Mail to:

City of McFarland
401 West Kern Ave.
McFarland, CA 93250

No recording fee required;
exempt pursuant to
Government Code Section 27383

NOTICE OF COMPLETION**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.

2. The **FULL NAME** of the **OWNER** is City of McFarland

3. The **FULL ADDRESS** of the **OWNER** is 401 West Kern Ave. McFarland, CA 93250

4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** August 07, 2025

8. The work of improvement completed is described as follows: W. Kern Ave. Rehabilitation from 3rd St. to 5th St.

- STPL 5343 (021)

9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: Bowman Asphalt, Inc.

10. The street address of said property is: W. Kern Ave. from 3rd St. to 5th St.

11. The property on which said work of improvement was completed is in the City of McFarland County of Kern, State of California,

and is described as follows:

Retrofit of curbs and gutters, sidewalks, cross gutters, curb ramps, cold-plane 3 inches of existing roadway surface, installation of hot mix asphalt; and will upgrade signs, striping, and pavement markings.

Date

Saul Ayon – City Mayor

(Mayor)

Verification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Saul Ayon – City Mayor

*- City of McFarland**(Mayor)*

SUBSCRIBED AND SWORN TO before me on

Erika De La Cruz, City Clerk
City of McFarland

Revised 9/22/2007



City of McFarland
Public Works Department
401 West Kern Ave.
McFarland, CA 93250
(661) 792-3091

NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of McFarland, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of McFarland
2. Contractor: Bowman Asphalt, Inc.
3. Engineer of Record: Juan M. Pantoja, P.E.
4. Surety of Faithful Performance Labor and Material Bond: Travelers Casualty and Surety Company of and America
5. Contract For: W. Kern Ave. Rehabilitation from 3rd St. to 5th St. - STPL 5343 (021)
6. Date of Contract: May 22, 2025
7. Date of Completion: August 07, 2025

I, Yerlys Hernandez, hereby declare under penalty of perjury that the foregoing is true and the provisions of the contract have been met and are accepted on September 08, 2025.

Yerlys Hernandez
Public Works Director