



MCFARLAND CITY COUNCIL

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

Regular Meeting Notice and Agenda

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

Thursday, September 19, 2024
12:50 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *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, Amador Ayon
Council Member/Board Member, Anita Gonzalez
Council Member/Board Member, María T. Pérez

INVOCATION:**PLEDGE OF ALLEGIANCE:**

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.

ADMINISTRATIVE AGENDA

1. Approval of Resolution No. 2024-107, ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BASE BID AND AWARD OF A CONTRACT TO GRIFFITH COMPANY IN THE AMOUNT OF \$1,095,735 FOR THE 2024 STREET REHABILITATION - VARIOUS LOCATIONS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$203,758 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

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.

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on September 18, 2024.



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council September 25, 2024.

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. Special meeting

needs hour change

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: ADMINISTRATIVE
AGENDA
Meeting Date: September 19,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-107, ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BASE BID AND AWARD OF A CONTRACT TO GRIFFITH COMPANY IN THE AMOUNT OF \$1,095,735 FOR THE 2024 STREET REHABILITATION - VARIOUS LOCATIONS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$203,758 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

SUMMARY:

The City of McFarland planned to reconstruct three roads for fiscal year 2024-2025 using SB1 and TDA funds. The three streets included to be reconstructed are Cliff Avenue - Frontage to Mast Avenue, 5th Avenue - Sherwood to Perkins Ave, and San Lucas - Sherwood to Perkins Avenue.

On September 11th, 2024 at 2:15 PM. Sealed bids were opened for this project. A total of five (5) bids were received and opened by the City Clerk. The following is the tabulation of the bids received:

Company	Bid Amount
Griffith Company	\$1,095,735.00
Bowman Asphalt	\$1,110,546.00
MAC General Engineering	\$1,120,080.91
Nagle Earthworks	\$1,154,903.00
Kern Asphalt	\$1,239,722.21

Attached is the Bid Summary.

The Project Engineer (BHT Engineering, Inc.) has reviewed and qualified the lowest responsible bidder, Griffith Company. See attached Low Bid Analysis. The City is allowing 30 working days for the contractor to complete the project.

FINANCIAL IMPACT:

The 2024 Street Rehabilitation - Various Locations Project and accepting the Griffith Company's bid will have a financial impact of \$1,299,493.00.

Costs:	Bid Construction Total (Base Bid + Bid Option 1):	\$ 1,095,735
	10% Contingency:	\$ 109,573
	Construction Management and Materials	\$ 94,185
	Sampling & Testing:	
	Total Construction Phase Cost:	\$ 1,299,493

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 2024-107 accepting the lowest responsive and responsible Base Bid and Award of a contract to Griffith Company in the amount of \$1,095,735 for the 2024 Street Rehabilitation - Various Locations Project, and authorize the City Manager to execute the agreement; Allocate funds for the Bid, and up to \$203,758 for Contingency, Construction Management and Materials Sampling & Testing.

The approval in the amount of \$203,758 for Construction Contingencies (\$109,573) and for Construction Management and Materials Sampling & Testing (\$94,185) is crucial to the successful completion of the project. These funds will be utilized for unforeseen work that may arise during the construction process which was unforeseen at the time of bidding and for Construction Management/Observation to further guarantee that the City and its residents receive a quality product acceptable in quality, nature, and construction method.

ATTACHMENTS:

1. 2024 Street Rehabilitation-Bid Summary
2. McFarland - 2024 Street Rehab - Low Bid Analysis
3. Construction Agreement - Griffith Company

RESOLUTION NO. 2024-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ACCEPTING THE LOWEST RESPONSIVE AND RESPONSIBLE BASE BID AND AWARD OF A CONTRACT TO GRIFFITH COMPANY IN THE AMOUNT OF \$1,095,735 FOR THE 2024 STREET REHABILITATION - VARIOUS LOCATIONS PROJECT, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT; ALLOCATE FUNDS FOR THE BID, AND UP TO \$203,758 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

WHEREAS, the City of McFarland planned to reconstruct three roads for fiscal year 2024-2025 using SB1 and TDA funds; and

WHEREAS, the three streets included to be reconstructed are Cliff Avenue - Frontage to Mast Avenue, 5th Avenue - Sherwood to Perkins Ave, and San Lucas - Sherwood to Perkins Avenue; and

WHEREAS, the City Council of the City of McFarland accepts the lowest responsive and responsible Base Bid and Award of a contract to Griffith Company in the amount of \$1,095,735; and

WHEREAS, the City Council of the City of McFarland authorizes the City Manager to execute the agreement and allocate funds of up to \$203,758.00 for Contingency, Construction Management and Materials Sampling & Testing.

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.
2. The City Council accepts and approves the Base Bid submitted by Griffith Company as the lowest responsive and responsible bid for the 2024 Street Rehabilitation - Various Locations Project in the amount of \$1,095,735.
3. The City Manager is hereby authorized and directed to execute the contract with Griffith Company and to allocate additional funds not to exceed \$203,758 for contingencies, construction management, and materials sampling & testing, ensuring the project's successful completion.
4. The City Clerk shall certify the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on September 19, 2024 by the following vote:

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

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.

Erika De La Cruz, City Clerk

Project Name: 2024 STREET REHABILITATION - VARIOUS LOCATIONS

Bids Opened by: Yerlys Hernandez

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Bourman Asphalt	9/11/24 1:40pm	✓	✓	✓	✓	\$1,110,546.00
Mac General Engineering	9/11/24 1:40pm	✓	✓	✓	✓	\$1,120,080.91
Nagle Earthworks	9/11/24 1:42pm	✓	✓	✓	✓	\$1,154,903.00
Griffiths Company	9/11/24 1:43pm	✓	✓	✓	✓	\$1,095,735.00
Kern Asphalt	9/11/24 1:54pm	✓	✓	✓	✓	\$1,233,352.21

I, Adam Cabrera, hereby state that at 2:15 p.m. on September 11, 2024, there

Signature _____

Title Assistant Public Works Director

Date 9/11/24

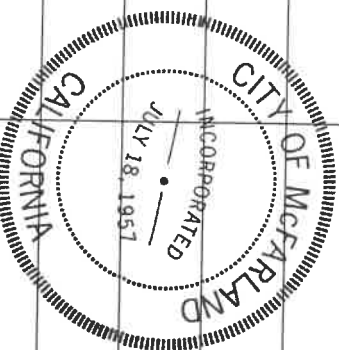
CITY OF MCFARLAND - BID OPENING CHECKLIST

Project Name: 2024 STREET REHABILITATION - VARIOUS LOCATIONS

Bid Opening Date and Time: September 11, 2024 @ 2:15pm

Bids Opened by: Yerlys Hernandez

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Bauman Asphalt	9/11/2024 1:14pm	✓	✓	✓	✓	\$1,110,546.00
Hac General Engineering	9/11/2024 1:14pm	✓	✓	✓	✓	\$1,112,108.91
Nagle Earthworks	9/11/2024 1:14pm	✓	✓	✓	✓	\$1,154,903.00
Griffin Company	9/11/2024 1:14pm	✓	✓	✓	✓	\$1,095,735.00
Keen Asphalt	9/11/2024 1:54pm	✓	✓	✓	✓	\$1,233,352.21



I, Ericks De la Cruz, hereby state that at 2:15 p.m. on September 11, 2024, there was an opening of bids received pertaining to the above named project in the City of McFarland.

Signature Ericks De la Cruz

Title City Clerk

Date 9/11/2024

Memorandum

Transmitted by email on 09/12/24.

yhernandez@mcfarlandcity.org

acabrera@mcfarlandcity.org

TO: Yerlys Hernandez
City of McFarland, Public Works Director
401 W. Kern Ave.
McFarland, CA 93250

FROM: Juan M. Pantoja
Project Manager / Engineer

DATE: September 12, 2024

SUBJECT: Lowest Responsive Bid Analysis for the 2024 Street Rehabilitation - Various Locations, project.

- A. The City of McFarland received a total of Five (5) bids for the subject project. Bids were opened on September 11, 2024, at 2:15 pm, by the City Clerk, Erika De La Cruz. Bids ranged from a low of \$1,095,735.00 to a high of \$1,239,722.21; with an average bid of \$1,144,197.42. The 5 received bids are:

Company	Bid Amount
Griffith Company	\$ 1,095,735.00
Bowman Asphalt	\$ 1,110,546.00
MAC General Eng.	\$ 1,120,080.91
Nagle Earthworks	\$ 1,154,903.00
Kern Asphalt	\$ 1,239,722.21

Note: Kern Asphalt had a math error of \$-6,370.00 the total shown is correct

[Griffith Company](#) submitted the apparent low bid of \$1,095,735.00, which was about 2.5% lower than the engineer's estimate of \$1,123,895.00. The highest bid of \$1,239,722.21 was about 10% higher than the engineer's estimate.

- B. BHT Engineering, Inc. proceeded to qualify the lowest responsive bidder [Griffith Company](#) and verified the bidder's proposal as follows:
1. The low bidder submitted the proposal on the required forms and provided all requested information.
 2. The low bidder computed the total amount bid and extended amounts correctly.
 3. BHT Staff verified with the State Contractor's License Board (<http://www.cslb.ca.gov/>) and the California Department of Industrial Relations (<https://services.dir.ca.gov/gsp>) that the low bidder and all subcontractors hold current and active State Contractor's Licenses and are registered with the DIR, as follows:

Contractor Name	License No. & Class	License Expiration Date	DIR Regis. No.
Griffith Company	88 A	09/30/2026	1000005611
Pavement Recycling Systems	569352 A	05/31/2025	1000003363
Cen-Cal Construction	962895 A	06/30/2026	1000001026

Harker, Inc. dba Harker Striping & Signage	615222 C32	04/30/2025	1000004812
---	---------------	------------	------------

4. BHT Staff verified that the low bidder's Workers' Compensation Insurance coverage is current.
5. A proposal guarantee accompanied the proposal in the form of a Bid Bond totaling ten percent (10%) of the bid. The low bidder signed and properly notarized the Bid Bond. The surety agent is [Liberty Mutual Insurance Company](#).
6. BHT Staff verified through the State Department of Insurance website (<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>) that the Bonding Company, [Travelers Casualty and Surety Company of America](#), is an admitted surety in the State of California.
7. BHT Engineering, Inc. verified that neither the low bidder nor any of its key personnel appear on the Federal or State debarment lists (<https://www.sam.gov/SAM/>; <https://www.dir.ca.gov/dlse/debar.html>)
8. The low bidder has successfully completed several recent projects in Southern California.

C. Recommendation of Award:

[Griffith Company](#) is the lowest responsive bidder based on the stated basis of award. If a construction contract is awarded, it is recommended that the contract be awarded to [Griffith Company](#).

Attachments: Bid Summary
Bid Opening Checklist
Contractor's License verification
Contractor and Subcontractor's (DIR) Registration number
Bonding Company Information
System for Award Management (SAM) report
DLSE Debarments list

CITY OF MCFARLAND - BID SUMMARY
2024 STREET REHABILITATION - VARIOUS LOCATIONS

BID OPENING: SEPTEMBER 11, 2023 @ 2:15 PM
 FIVE (5) BIDS TOTAL RECEIVED. Three (3) Lowest Bids Shown

				1		2		3			
				Engineer's Estimate		Griffith Company Bakersfield, CA (661) 392-6640 Lic No. 88		Bowman Asphalt, Inc Bakersfield, CA (661) 334-1356 Lic No. 862672		MAC General Eng. Exeter, CA (559) 592-1888 Lic No. 988712	
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	SITE DEMOLITION, HAUL-OFF EXCESS MATERIAL	L.S.	1	\$ 48,000.00	\$ 48,000.00	\$ 93,639.59	\$ 93,639.59	\$ 17,900.00	\$ 17,900.00	\$ 47,797.36	\$ 47,797.36
2	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE	S.F.	256,857	\$ 0.39	\$ 100,174.00	\$ 0.38	\$ 97,605.66	\$ 0.40	\$ 102,742.80	\$ 0.31	\$ 79,625.67
3	TYPE A HOT MIX ASPHALT	TON	5009	\$ 110.00	\$ 550,990.00	\$ 100.00	\$ 500,900.00	\$ 105.00	\$ 525,945.00	\$ 116.25	\$ 582,296.25
4	APPLY FOG SEAL ON NEW PAVEMENT	L.S.	1	\$ 8,500.00	\$ 8,500.00	\$ 18,000.00	\$ 18,000.00	\$ 6,500.00	\$ 6,500.00	\$ 22,119.79	\$ 22,119.79
5	INSTALL CURB & GUTTER - (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 90%)	L.F.	253	\$ 100.00	\$ 25,300.00	\$ 85.00	\$ 21,505.00	\$ 114.00	\$ 28,842.00	\$ 111.37	\$ 28,176.61
6	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 90%)	EA.	9	\$ 4,600.00	\$ 41,400.00	\$ 3,800.00	\$ 34,200.00	\$ 5,500.00	\$ 49,500.00	\$ 3,830.49	\$ 34,474.41
7	INSTALL 4" THICK CONCRETE SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 90%)	S.F.	609	\$ 12.00	\$ 7,308.00	\$ 18.00	\$ 10,962.00	\$ 20.00	\$ 12,180.00	\$ 17.08	\$ 10,401.72
8	INSTALL 8" THICK CONCRETE APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	1957	\$ 50.00	\$ 97,850.00	\$ 24.00	\$ 46,968.00	\$ 23.00	\$ 45,011.00	\$ 14.52	\$ 28,415.64
9	CLASS 2 AGGREGATE BASE - UNDER NEW X-GUTTER/APRON AND ALLEY APPROACH	TON	148	\$ 60.00	\$ 8,880.00	\$ 60.00	\$ 8,880.00	\$ 50.00	\$ 7,400.00	\$ 65.91	\$ 9,754.68
10	INSTALL WHITE/YELLOW THERMOPLASTIC PAVEMENT MARKINGS	S.F.	703	\$ 12.00	\$ 8,436.00	\$ 27.00	\$ 18,981.00	\$ 27.00	\$ 18,981.00	\$ 29.72	\$ 20,893.16
11	INSTALL 12" YELLOW/WHITE LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	1258	\$ 5.25	\$ 6,605.00	\$ 5.50	\$ 6,919.00	\$ 5.50	\$ 6,919.00	\$ 6.05	\$ 7,610.90
12	INSTALL 24" YELLOW/WHITE CROSSWALK LINE - THERMOPLASTIC	L.F.	317	\$ 10.00	\$ 3,170.00	\$ 7.50	\$ 2,377.50	\$ 7.50	\$ 2,377.50	\$ 8.25	\$ 2,615.25
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 2) - THERMOPLASTIC	L.F.	4577	\$ 2.25	\$ 10,298.00	\$ 1.25	\$ 5,721.25	\$ 1.25	\$ 5,721.25	\$ 1.38	\$ 6,316.26
14	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	2068	\$ 3.00	\$ 6,204.00	\$ 3.25	\$ 6,721.00	\$ 3.25	\$ 6,721.00	\$ 3.58	\$ 7,403.44
15	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (30"X30")	EA.	15	\$ 3,000.00	\$ 45,000.00	\$ 3,975.00	\$ 59,625.00	\$ 3,975.00	\$ 59,625.00	\$ 4,376.72	\$ 65,650.80
16	FURNISH AND INSTALL R1-3P SIGN (18"X6")	EA.	6	\$ 50.00	\$ 300.00	\$ 130.00	\$ 780.00	\$ 130.00	\$ 780.00	\$ 143.14	\$ 858.84
17	FURNISH AND INSTALL SW24-3(CA) SIGN (36"X48"). FYG.	EA.	2	\$ 600.00	\$ 1,200.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00	\$ 880.85	\$ 1,761.70
18	SALVAGE/RE-INSTALL EXISTING SIGN	EA.	7	\$ 300.00	\$ 2,100.00	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 550.53	\$ 3,853.71
19	FURNISH AND INSTALL BLUE FIRE HYDRANT MARKER	EA.	6	\$ 30.00	\$ 180.00	\$ 50.00	\$ 300.00	\$ 50.00	\$ 300.00	\$ 55.06	\$ 330.36
20	REMOVE & REPLACE SOLAR-POWERED IN-ROADWAY WARNING LIGHT MARKERS - IN-KIND	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,053.10	\$ 55,053.10
21	ADJUST SEWER MANHOLE TO NEW GRADE	EA.	10	\$ 1,800.00	\$ 18,000.00	\$ 1,650.00	\$ 16,500.00	\$ 1,700.00	\$ 17,000.00	\$ 2,004.55	\$ 20,045.50
22	ADJUST MONUMENT/WATER VALVE TO NEW GRADE	EA.	27	\$ 1,500.00	\$ 40,500.00	\$ 1,650.00	\$ 44,550.00	\$ 1,400.00	\$ 37,800.00	\$ 1,221.76	\$ 32,987.52
23	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	60	\$ 50.00	\$ 3,000.00	\$ 125.00	\$ 7,500.00	\$ 45.00	\$ 2,700.00	\$ 27.52	\$ 1,651.20
24	PREPARE AND IMPLEMENT SWPPP	L.S.	1	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,340.15	\$ 5,340.15
25	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 45,000.00	\$ 45,000.00	\$ 35,000.00	\$ 35,000.00	\$ 85,500.45	\$ 85,500.45	\$ 44,646.89	\$ 44,646.89

Date Updated: 09/12/24. By: JMP

TOTAL BID: \$ 1,123,895.00

\$ 1,095,735.00

\$ 1,110,546.00

\$ 1,120,080.91

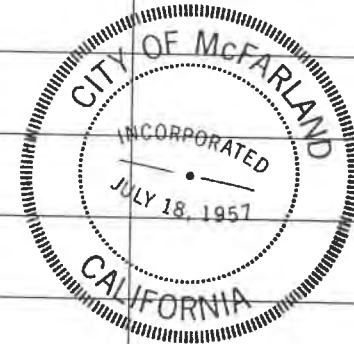
CITY OF MCFARLAND - BID OPENING CHECKLIST

Project Name: 2024 STREET REHABILITATION – VARIOUS LOCATIONS

Bid Opening Date and Time: September 11, 2024 @ 2:15pm

Bids Opened by: Yerlys Hernandez

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	BID SECURITY INCLUDED?	NONCOLLUSION AFFIDAVIT INCLUDED?	BID SIGNED IN INK?	BID AMOUNT
Bowman Asphalt	9/11/2024 1:40pm	✓	✓	✓	✓	\$1,110,546.00
Mac General Engineering	9/11/2024 1:40pm	✓	✓	✓	✓	\$1,120,108.91
Nagle Earthworks	9/11/2024 1:42pm	✓	✓	✓	✓	\$1,154,903.00
Griffith Company	9/11/2024 1:43pm	✓	✓	✓	✓	\$1,095,735.00
Kern Asphalt	9/11/2024 1:54pm	✓	✓	✓	✓	\$1,233,352.21



I, Erika De La Cruz, hereby state that at 2:15 p.m. on September 11, 2024, there was an opening of bids received pertaining to the above named project in the City of McFarland.

Erika De La Cruz
Signature

City Clerk
Title

9/11/2024
Date



Contractor's License Detail for License # 88

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/11/2024 4:14:08 PM

Business Information

GRIFFITH COMPANY
3050 E BIRCH ST
BREA, CA 92821
Business Phone Number:(714) 984-5500

Entity Corporation
Issue Date 09/24/1929
Reissue Date 09/01/2000
Expire Date 09/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ B - GENERAL BUILDING
- ▶ C-8 - CONCRETE
- ▶ C12 - EARTHWORK AND PAVING
- ▶ C27 - LANDSCAPING
- ▶ C31 - CONSTRUCTION ZONE TRAFFIC CONTROL
- ▶ C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration)

Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [LIBERTY MUTUAL INSURANCE COMPANY](#).

Bond Number: 24047106

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number **24236776** for JAIMIE ROBERT ANGUS in the amount of **\$25,000** with [LIBERTY MUTUAL INSURANCE COMPANY](#).
Effective Date: 01/01/2023
[BQI's Bond History](#)
- ▶ This license filed Bond of Qualifying Individual number **024258763** for RYAN JOSEPH AUKERMAN in the amount of **\$25,000** with [LIBERTY MUTUAL INSURANCE COMPANY](#).
Effective Date: 01/01/2023
[BQI's Bond History](#)
- ▶ This license filed Bond of Qualifying Individual number **024267741** for MARTIN MICHAEL CARPENTER JR in the amount of **\$25,000** with [LIBERTY MUTUAL INSURANCE COMPANY](#).
Effective Date: 04/10/2023

Workers' Compensation

This license has workers compensation insurance with the [ARCH INDEMNITY INSURANCE COMPANY](#)

Policy Number:ZAWCI9786400

Effective Date: 07/01/2024

Expire Date: 07/01/2025

[Workers' Compensation History](#)

Workers' compensation classification code(s):

520502 - Description Unavailable

550700 - Description Unavailable

560600 - Description Unavailable

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Miscellaneous Information

- ▶ 03/09/2022 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 03/09/2022 - C22 NOT VALID 03/03/22 TO 03/08/22
- ▶ 08/12/2022 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 08/22/2022 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 08/02/2023 - DOSH REGISTRATION VERIFIED FOR C22
- ▶ 09/09/2024 - DOSH REGISTRATION VERIFIED FOR C22

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

[Back to Top](#)

[Privacy Policy](#)

[Accessibility Certification](#)

Copyright © 2024 State of California

[Conditions of Use](#)

[Accessibility](#)



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 962895

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/11/2024 4:16:21 PM

Business Information

J L PLANK INCORPORATED
DBA CEN-CAL CONSTRUCTION

34762 LENCIONI AVE
BAKERSFIELD, CA 93308
Business Phone Number:(661) 399-3759

Entity Corporation
Issue Date 07/06/2011
Reissue Date 06/18/2012
Expire Date 06/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C13 - FENCING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100191822

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JASON LEE PLANK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/08/2022

[BQI's Bond History](#)



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 615222

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/11/2024 4:17:03 PM

Business Information

HARKER INC
DBA HARKER STRIPING & SIGNAGE

16010 TRADITION CT
BAKERSFIELD, CA 93314
Business Phone Number:(661) 589-1810

Entity Corporation
Issue Date 03/16/1991
Reissue Date 04/27/1993
Expire Date 04/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: SC401238

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual NICHOLAS MICHAEL HARKER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 06/01/2005

Workers' Compensation

This license has workers compensation insurance with the [OAK RIVER INSURANCE COMPANY](#)

Policy Number: HARC423178

Effective Date: 10/01/2023

Expire Date: 10/01/2024

[Workers' Compensation History](#)



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 569352

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/11/2024 4:15:21 PM

Business Information

PAVEMENT RECYCLING SYSTEMS INC
10240 SAN SEVAIN WAY
JURUPA VALLEY, CA 91752
Business Phone Number:(951) 682-1091

Entity Corporation
Issue Date 05/30/1989
Expire Date 05/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING](#)
- ▶ [C12 - EARTHWORK AND PAVING](#)

Certifications

- ▶ [HAZ - HAZARDOUS SUBSTANCES REMOVAL](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [SAFECO INSURANCE COMPANY OF AMERICA](#).

Bond Number: 5558620
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **024051171** for [STEPHEN JAMES CONCANNON](#) in the amount of **\$25,000** with [OHIO CASUALTY INSURANCE COMPANY \(THE\)](#).

Effective Date: 01/01/2023
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA](#)

Policy Number: UB9K16850A2325K
Effective Date: 10/01/2023
Expire Date: 10/01/2024
[Workers' Compensation History](#)

Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	DBA Name	Craft Name
1000005611	Griffith Company	7/1/2024	6/30/2027	Active		Oerating Engineer, Laborer, Carpenter
1000003363	Pavement Recycling Systems	10/1/2023	10/1/2024	Active		Parking/Highway/Improvement
1000001026	J. L. PLANK INC.	7/1/2022	6/30/2025	Active	CEN-CAL CONSTRUCTION	Cement Mason, Laborer, Parking/Highway/Improvement, Operating Engineer, General Engineering
1000004812	HARKER INC	7/19/2024	6/30/2027	Active	HARKER STRIPING AND SIGNAGE	Parking/Highway/Improvement

Company Profile

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL INSURANCE COMPANY

175 BERKELEY ST
BOSTON, MA 02116
800-526-1547

Old Company Names

Effective Date

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

[back to top](#)

NAIC Group List

NAIC Group #: 0111 LIBERTY MUT GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

[back to top](#)



GRIFFITH CO

Unique Entity ID UBEHN6GHK7T1	CAGE / NCAGE 1Y6N1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 11, 2025	
Physical Address 3050 E Birch ST Brea, California 92821-6248 United States	Mailing Address 3050 E. Birch ST Brea, California 92821-6248 United States	

Business Information

Doing Business as GRIFFITH CO	Division Name (blank)	Division Number (blank)
Congressional District California 45	State / Country of Incorporation California / United States	URL www.griffithcompany.net

Registration Dates

Activation Date Jan 16, 2024	Submission Date Jan 12, 2024	Initial Registration Date Jul 1, 2002
--	--	---

Entity Dates

Entity Start Date May 1, 1902	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1Y6N1

Points of Contact

Electronic Business

 Esteban Ruelas, VP/CFO/SECRETARY	3050 E. Birch Street Brea, California 92821 United States
Bill Grider, Estimator	3050 E Birch Street Brea, California 92821 United States

Government Business

 Jaimie R Angus, President/CEO	3050 E. Birch Street Brea, California 92821 United States
LUCAS J WALKER, VP/REGIONAL MANAGER	12200 Bloomfield AVE. Santa Fe Springs, California 90670 United States

Past Performance

 Sharon Kamdar, Controller	3050 Birch ST Brea, California 92821 United States
--	--

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	212319	Other Crushed And Broken Stone Mining And Quarrying
	212321	Construction Sand And Gravel Mining
	221320	Sewage Treatment Facilities
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	324121	Asphalt Paving Mixture And Block Manufacturing
	327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing
	541320	Landscape Architectural Services
	541620	Environmental Consulting Services
	561730	Landscaping Services
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
Y1BD	Construction Of Airport Runways And Taxiways
Y1LA	Construction Of Airport Service Roads
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1LZ	Construction Of Parking Facilities
Y1NZ	Construction Of Other Utilities
Z1LB	Maintenance Of Highways, Roads, Streets, Bridges, And Railways
Z2BD	Repair Or Alteration Of Airport Runways And Taxiways
Z2LB	Repair Or Alteration Of Highways, Roads, Streets, Bridges, And Railways

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
California	CA: Riverside, Orange, Los Angeles	CA: San Diego, Bakersfield

DLSE Debarments

The following is a list of contractors barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor. Please refer to the "Period of Debarment" for status of debarment period as noted below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

Name of contractor	Period of debarment
MICHAEL FLOORING, INC.; BENNY MICHAEL CSLB License Number: 874947	5/30/2023 through 5/30/2026 Decision SC 7278  The debarment order is currently stayed by order of the Kern County Superior Court
TOBO CONSTRUCTION, INC.; JIMI WAN CHAE; MONICA SHIUN OH; KYUNG JIN YOON, CSLB License Number: 758012	5/10/2023 through 5/10/2026 Decision SC 7250 
G M Climate Control, Inc. CSLB License Number: 967267	3/2/2023 through 9/2/2024 Decision 40-71536-603 
MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION; AND REFAAT HILMAY MINA, CSLB License Number: 612429	9/27/2021 through 9/26/2022 Decision LB 6333 
GRFCO, INC. DBA ONSITE KRUSHING; GARCIA JUAREZ CONSTRUCTION, INC.; GEORGE ROBERT FROST; AND JAMES CRAIG JACKSON CSLB License Number: 291013 and 84801	5/21/2021 through 5/20/2024 Decision LB 6629 
ECS CONTRACTORS, INC. dba ECS ELECTRIC, INC.; UMAR KHALID RANA, an individual and CEO/RMO of ECS CONTRACTORS, INC.; and KANWAL SAJJAD RANA, an individual and RMO of ECS CONTRACTORS, INC. CSLB License Number: 975222	3/1/2020 through 3/1/2023 Decision LB 5590 
Avi Shechter, Individually DBA Avi Shechter CSLB Number: 908891 and 1018353	5/6/2019 through 5/5/2022 Decision LB 6328 
Patrick Kim, Individually DBA Ritecon Plumbing CSLB Number: 991018	8/21/2018 through 8/20/2019 Decision LB 6762 
Bighorn Construction, Inc. CSLB Number: 597866	5/5/2018 through 5/4/2021 Decision LB 6658 
Doug Parks, Individually dba Doug Parks and Son Plumbing CSLB Number: 411825	10/11/2017 through 10/10/2019 Decision SC 5807 

How can we help you today?



Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction CSLB Number: 714836	6/15/2018 through 9/16/2019 Decision LB 5267 
RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc. CSLB Number: 892389	4/1/2017 through 8/18/2018 Decision LB 5266 
Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship CSLB Number: 899312 and 1013848	2/1/2017 through 1/31/2020 Decision 40-48480-516 
Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO CSLB Number: 849169	4/3/2018 through 10/3/2019 Decision SC 6390 
Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189 CSLB Number: 461897	3/1/2017 through 2/29/2020 Decision LB 6207 
Bannaoun Engineers Constructors Corporation; Omar Maloof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599 CSLB Number: 827829	05/12/17 through 05/11/20 Decision SC 5517 
Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706 CSLB Number: 610549	10/31/16 through 10/30/19 Decision LB 6270 
Guillermo Ibaibarriaga dba Sierra Nevada Stucco and 2K Roofing Sierra Nevada Stucco P.O. Box 8472 Reno, NV 89502 CSLB Number: 915812 2K Roofing 820 Kuenzli Street Reno, NV 89502 CSLB Number: 954551	05/14/17 through 05/13/20 Decision SC 6037 
Del Norte Construction, And Trinidad Manuel Canales, an Individual PO Box 5101 Oxnard, CA 93030 5020 Wooley Rd. Oxnard, CA 93030 CSLB Number: #945723	6/01/16 through 5/31/17 Decision LB 5533 



Diversified Building & Electric Company, Inc. 409 Tennant Station Morgan Hill, CA 95037 Denis Andrew Maris, Individually and Doing Business as Diversified Electric Company CSLB Number: #765312	2/15/16 through 8/15/17 Decision SC 5714 
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.	4/1/44 through 3/31/47 Decision LB5742  4/1/41 through 3/31/44 Decision LB5665  4/1/36 through 3/31/39 Decision LB5740  4/1/33 through 3/31/37 Decision LB5651  4/1/33 through 3/31/37 Decision LB5739  4/1/24 through 3/31/27 Decision LB5741  4/1/30 through 3/31/33 Decision LB5743  4/1/27 through 3/31/30 Decision LB5666  4/1/21 through 3/31/24 Decision LB5667  4/1/18 through 3/31/21 Decision LB5668  4/01/15 through 3/31/18 Decision LB5345 
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761	8/6/15 through 8/5/18 Decision SC 5756 
Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229	12/1/15 through 11/30/18 Decision LB 5655 & LBS659 
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832	9/11/15 through 3/10/17 Decision SC 5800 
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual	2/01/15 through 1/31/18 Decision LB 5596 
L A Builders, Inc., a California Corporation 15635 Satcoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual	2/01/15 through 1/31/18 Decision LB5 171 
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610	4/01/15 through 3/31/18 Decision LB 5323 



Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO	
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297	4/01/15 through 3/31/18 Decision LB 5466, LB5467, LB5468 & LB5520
Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.	
RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306	12/15/14 through 12/14/16 Decision 40-40508-522 & 44-40509-522
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516	11/3/14 through 11/2/17 Decision SC 5539
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575	11/3/14 through 11/2/15 Decision SC 5518
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007	11/3/14 thorough 11/2/17 Decision SC 5521
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802	8/1/14 through 7/31/17 Decision LB 4495
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967	2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)	10/14/14 through 10/13/17 Decision SAC 5492
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335	8/4/14 through 8/3/17 Decision SAC 5506
Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation	



Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)	5/10/14 through 5/9/17 Decision SAC 5308 
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927	5/1/14 through 4/30/17 Decision LB 4202 
Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719	3/25/14 through 3/24/17 Decision LB 4484 
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229	2/28/14 through 2/27/17 Decision LB5175 
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked)	10/31/13 through 10/31/16 Decision SC 5309 
Ayodejia A. Ogundare, Individual Dba Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision SAC 1039 
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision SAC 5175 
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision SC 5198 
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision SC 5160 
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision SC 5095 
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision se 5013 
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision SC 5053  Addendum SC 5053 



Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	7/1/10 through 6/30/13 Decision SAC 5012
David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993	
Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)	4/19/10 through 4/18/13 Decision SAC 1064
Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3/17/13 Decision SAC 1058
David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10	
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)	10/15/09 through 10/14/12 Decision SAC 1052
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)	8/5/09 through 8/4/12 Decision SAC 1042
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09	5/14/09 through 5/13/12 Decision SAC 1040
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked	3/16/09 through 3/15/12 Decision SAC1037



AGREEMENT NO. _____

PUBLIC WORKS AGREEMENT

By and Between

CITY OF MCFARLAND

and

Griffith Company

AGREEMENT NO. _____

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITY OF MCFARLAND
AND
Griffith Company**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, _____ by and between the CITY OF MCFARLAND, a municipal corporation (“**City**”) and Griffith Company, 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 **2024 Street Rehabilitation - Various Locations** (“**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. In 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 **\$One Million Ninety-Five Thousand Seven Hundred Thirty Five Dollars (\$1,095,735)** ("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 five (5) calendar days after receiving a Notice to Proceed from the City and the work shall be completed within **Thirty (30)** 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 City Engineer 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 \$2,000,000 per occurrence, \$4,000,000 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 Fresno, 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 Fresno, 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 or 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:

Griffith Company

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.

EXHIBIT A

(Ink must be used to complete this proposal.)

BID FORM TO THE CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER Griffith Company

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS 1128 Carrier Parkway Ave.
(Please include even if P.O. Box used)

CITY, STATE, ZIP Bakersfield, Ca 93308

TELEPHONE NO: _____ AREA CODE () 661-392-6640

FAX NO: _____ AREA CODE () 661-393-9525

CONTRACTOR LICENSE NO. 88 State Registration (DIR) # 1000005611

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project PLANS described below, including any addenda thereto, the contract annexed hereto, and also except as otherwise provided in the Special Provisions, the Project will be administered and constructed in accordance with the 2023 State Of California Department Of Transportation Standard Plans And Standard Specifications. The 2023 State Of California Department Of Transportation Revised Standard Plans And Revised Standard Specifications. The 2014 California Manual On Uniform Traffic Control Devices (CA MUTCD) current edition, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated August 19, 2024 and are entitled:

CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR

2024 STREET REHABILITATION VARIOUS LOCATIONS

The project plans for the work to be done were dated August 19, 2024 and are entitled:

CITY OF McFARLAND DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR

2024 STREET REHABILITATION VARIOUS LOCATIONS

INCLUDE WITH BID

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the *CITY OF McFARLAND's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity, which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF McFARLAND*, and that discretion will be exercised in the manner deemed by the *CITY OF McFARLAND* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF McFARLAND* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF McFARLAND*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF McFARLAND* that the contract has been awarded, the *CITY OF McFARLAND* may, at its option, 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 the security accompanying this proposal shall operate and the same shall be the property of *CITY OF McFARLAND*.

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*, in the form of the copy of the contract annexed hereto, 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 Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

INCLUDE WITH BID

BID SCHEDULE**2024 STREET REHABILITATION - VARIOUS LOCATIONS**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	SITE DEMOLITION, HAUL-OFF EXCESS MATERIAL	L.S.	1	93,639.59	93,639.59
2	COLD PLANE ± 3" OF EXISTING SURFACE, PROOF ROLL SUBGRADE	S.F.	256,857	.38	97,605.66
3	TYPE A HOT MIX ASPHALT	TON	5009	100.00	500,900.
4	APPLY FOG SEAL ON NEW PAVEMENT	L.S.	1	18,000	18,000
5	INSTALL CURB & GUTTER - (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 90%)	L.F.	253	85.00	21,505
6	INSTALL ADA CURB RAMP (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 90%)	EA.	9	3,800	34,200
7	INSTALL 4" THICK CONCRETE SIDEWALK (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS, SCARIFY 12" NATIVE MATERIAL, GRADE & COMPACT TO 90%)	S.F.	609	18.00	10,962.
8	INSTALL 8" THICK CONCRETE APRON (INCLUDES SAWCUT, LAYOUT, DEMOLITION OF EXISTING IMPROVEMENTS)	S.F.	1957	24.00	46,968
9	CLASS 2 AGGREGATE BASE - UNDER NEW X-GUTTER/APRON AND ALLEY APPROACH	TON	148	60.00	8,880.00
10	INSTALL WHITE/YELLOW THERMOPLASTIC PAVEMENT MARKINGS	S.F.	703	27.00	18,981.00
11	INSTALL 12" YELLOW/WHITE LIMIT/CROSSWALK LINE - THERMOPLASTIC	L.F.	1258	5.50	6,919.00
12	INSTALL 24" YELLOW/WHITE CROSSWALK LINE - THERMOPLASTIC	L.F.	317	7.50	2,377.50
13	INSTALL 6" YELLOW CENTER LINE (DETAIL 2) - THERMOPLASTIC	L.F.	4577	1.25	5,721.25
14	INSTALL 6" YELLOW CENTER LINE (DETAIL 22) - THERMOPLASTIC	L.F.	2068	3.25	6,721.00
15	FURNISH AND INSTALL SOLAR-POWERED FLASHING LED STOP SIGN - R1-1 (30"X30")	EA.	15	3,975	59,625
16	FURNISH AND INSTALL R1-3P SIGN (18"X6")	EA.	6	130.	780.
17	FURNISH AND INSTALL SW24-3(CA) SIGN (36"X48"). FYG.	EA.	2	800.	1,600.
18	SALVAGE/RE-INSTALL EXISTING SIGN	EA.	7	500	3,500
19	FURNISH AND INSTALL BLUE FIRE HYDRANT MARKER	EA.	6	50.	300.
INCLUDE WITH BID					

BID SCHEDULE - CONTINUATION					
2024 STREET REHABILITATION - VARIOUS LOCATIONS					PAGE 2 OF 2
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
20	REMOVE & REPLACE SOLAR-POWERED IN-ROADWAY WARNING LIGHT MARKERS - IN-KIND	L.S.	1	50,000	50,000
21	ADJUST SEWER MANHOLE TO NEW GRADE	EA.	10	1,650	16,500
22	ADJUST MONUMENT/WATER VALVE TO NEW GRADE	EA.	27	1,650	44,550
23	RELOCATE/ADJUST IRRIGATION SYSTEM - IN KIND	L.F.	60	125	7,500
24	PREPARE AND IMPLEMENT SWPPP	L.S.	1	3,000	3,000
25	TEMPORARY TRAFFIC CONTROL	L.S.	1	35,000	35,000

TOTAL BID: ~~1,095,735.00~~ 8M
1,095,735.00

Acknowledgment of Addenda
Addendum No. Initial

1

Signature

Scott Miles, Chief Estimator

Printed Name / Title

Griffith Company

Company

88

09/30/2024

Contractor's License Number / Expiration Date

Selection of Bidder

Selection of bidder shall be based on the lowest responsible BID. The City has the option to reject all bids with or without cause. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown. Bid shall include all taxes, permits, bonds, licenses, fees, shipping, installation and mobilization costs.

INCLUDE WITH BID