

SPECIAL MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Monday, July 18, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 844 2249 2403#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Anita Evans, District 4
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

Members of the public shall have an opportunity to address the City Council regarding the following agenda item when that item is called. Speakers should limit their comments to three (3) minutes.

A. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

A-1 Award of Contract to Agee Construction Corporation for Airport Improvements

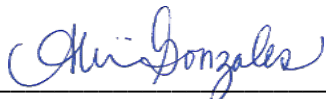
Recommendation: Adopt a Resolution Approving the Award to Agee Construction Corporation for the Madera Municipal Airport Airfield Drainage

Improvements Project in the amount of \$1,042,095 (Report by Jamie Hickman)

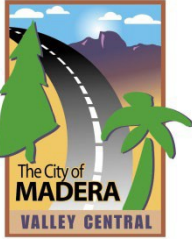
ADJOURNMENT – Next regular meeting July 20, 2022

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk’s Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Special Meeting of the Madera City Council for July 18, 2022, near the front entrances of City Hall and on the City’s website www.madera.gov at 6:30 p.m. on July 15, 2022.



Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Jamie Hickman

Jamie Hickman, Interim Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: July 18, 2022

Agenda Number: A-1

SUBJECT:

Award of contract to Agee Construction Corporation for airport improvements

RECOMMENDATION:

Adopt a Resolution approving the award to Agee Construction Corporation for the Madera Municipal Airport Airfield Drainage Improvements project in the amount of \$1,042,095

SUMMARY:

Awarding of the proposed contract will allow the City to proceed with airfield drainage improvements at the Madera Municipal Airport. The airfield drainage project is an airport improvement project that addresses drainage to the following areas: runways, taxiways, aprons, and tee hangar areas. More specifically, the project would install infrastructure to carry the storm water into a ditch and pipe drainage system in the infield between Runway 12-30 and Taxiway P (see Figure 1). By doing so, this will allow storm water to be carried under the runway and drain into a swale through the golf course to a detention pond located at the southwest corner of the golf course.

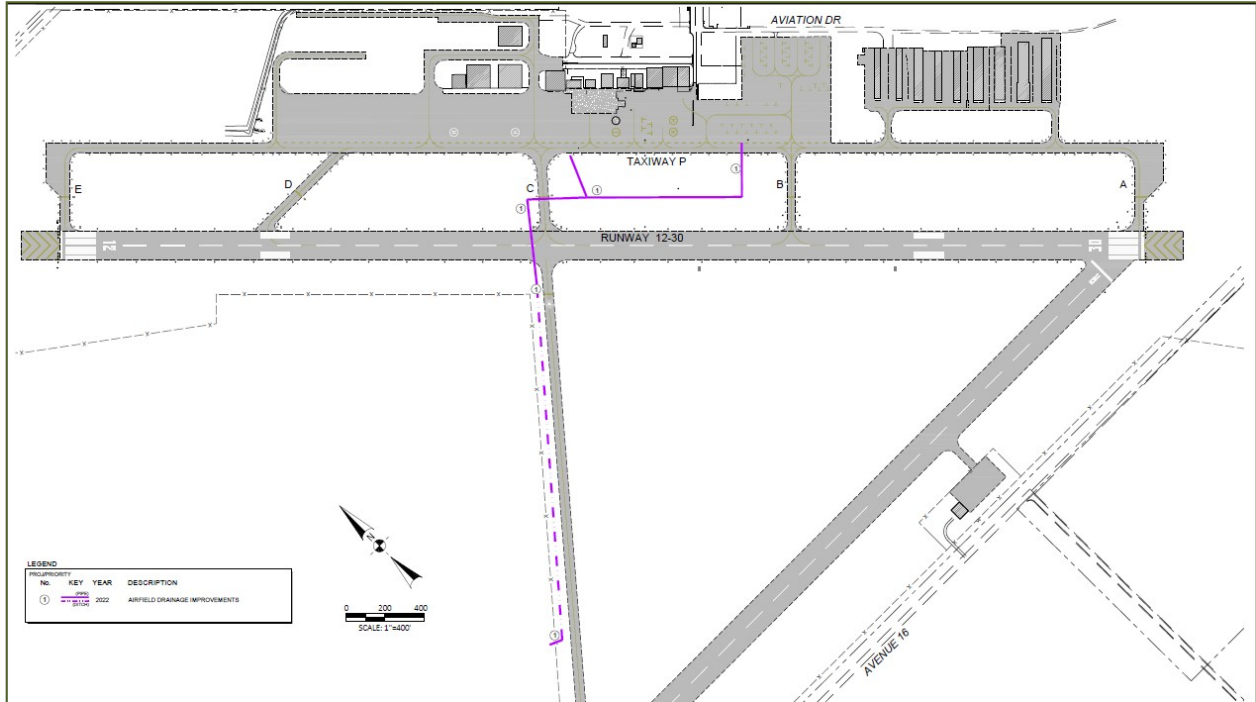


Figure 1 Airfield Drainage Sketch

It should be noted that soil conditions in the detention pond allow for excellent permeability, making it ideal for recharge.

DISCUSSION:

On February 16, 2022, the City published an Invitation for Bids On March 22, 2022, four companies bid on the job: Agee Construction Corporation, Floyd Johnston Construction Company, W.M. Lyles Company, and Granite Construction Company. An internal selection committee reviewed the proposals and along with the City's Airport Engineering Consultants, Brandley Engineering, determined that Agee Construction Corporation was the lowest and responsive bidder.

The method used to determine the lowest bidder was that the total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation. Given this method, Agee Construction Corporation as deemed the lowest bid.

The list of bidders and their bids are listed in Table 1.

Table 1: Bid Results

<i>Company</i>	<i>Base Bid</i>	<i>Additive Alternate 1*</i>	<i>Base Bid Plus Additive Alternate 1</i>
<i>Engineers Estimate</i>	\$820,600	\$275,250	\$1,095,850
Agee Construction Corporation	\$737,000	\$305,095	\$1,042,095
Floyd Johnston Construction Company	\$1,027,450	\$334,010	\$1,361,460
W.M. Lyles Company	\$1,134,292	\$434,196	\$1,568,488
Granite Construction Company	\$1,308,710	\$416,391	\$1,725,101

At the time of bidding the total available FAA funding was not known. In order to provide the City the most flexibility to award the scope of the contract based on the contractor's pricing and the FAA's available funding, the project was broken up into a Base Bid and Alternate No. 1.

On June 9, 2022, the Federal Aviation Administration (FAA), concurred with the City's recommendation to award a contract to Agee Construction Corporation since they were the lowest bidder.

Although the bids were accepted in March of this year and the City received concurrence from the FAA to award the contractor, Staff were contacted on July 14, 2022, and notified that they will be awarded with the grant funding to cover the costs of the project. Therefore, the City may now award the project to the contractor now that we have the financial award. The bids listed in table 1 are set to expire on July 20, 2022.

FINANCIAL IMPACT:

The funds are appropriated for the project will be allocated via grant funding from the FAA.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this resolution is not directly addressed in the 2025 plan but also is not in conflict with it.

ALTERNATIVES:

If Council chooses not to adopt this Resolution, the City will not be able to award a contractor for the job and can lose out on the funding opportunity for the airport improvement project.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF MADERA AUTHORIZING THE NOTICE OF
AWARD TO AGEЕ CONSTRUCTION CORPORATION FOR THE MADERA
MUNICIPAL AIRPORT AIRFIELD DRAINAGE IMPROVEMENTS PROJECT**

WHEREAS, on February 16, 2022, the City published a Request for Proposal to make drainage improvements at the Madera Municipal Airport; and

WHEREAS, on March 22, 2022, bids for the Airfield Drainage Improvement Project ('Project') were accepted from four companies; and

WHEREAS, Agee Construction Corporation was the lowest bidder and responsive bidder; and

WHEREAS, on June 9, 2022, the Federal Aviation Administration (FAA), concurred with the City's recommendation to award a contract to Agee Construction Corporation; and

WHEREAS, on July 14, 2022, the City of Madera was notified that they will be awarded grant funding to cover the costs of the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City of Madera is authorized to award a contract to Agee Construction Corporation for the Madera Municipal Airport Airfield Drainage Improvements project by the FAA.
3. The City approves the award of the Project Contract to Agee Construction Corporation. A copy of the Contract is attached to this resolution.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July, 2022, by and between the CITY OF MADERA, a municipal corporation, (hereinafter referred to as "Owner"), and AGEE CONSTRUCTION COMPANY, a corporation duly organized and existing under the laws of the State of California, (hereinafter referred to as "Contractor"), and will expire as of the completion of the terms of the Agreement,

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete all WORK required to complete **AIP No. 3-06-0144-034-2022; Airfield Drainage Improvements; Madera Municipal Airport.**

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.

3. The CONTRACTOR shall commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within the time period set forth in the CONTRACT DOCUMENTS. The CONTRACTOR shall submit a Payment Bond and Performance Bond in the amount of \$1,042,095.00 each and Insurance Certificates as specified in the CONTRACT DOCUMENTS prior to commencing any WORK.

4. The CONTRACTOR agrees to perform all of the WORK described in the DOCUMENTS for the unit and lump sum prices set forth in Exhibit "A".

5. The term 'CONTRACT DOCUMENTS' means and includes the following:

- (a) Advertisement for Bids
- (b) Information for Bidders
- (c) Bid
- (d) Bid Bond
- (e) Agreement
- (f) Payment Bond
- (g) Performance Bond
- (h) Insurance Requirements for Contractors
- (i) NOTICE OF AWARD
- (j) NOTICE TO PROCEED
- (k) CHANGE ORDER
- (l) Federal Provisions
- (m) Special Conditions
- (n) SPECIFICATIONS prepared or issued by the City of Madera, Engineering Department, entitled, "**MADERA MUNICIPAL AIRPORT, MADERA,**

CALIFORNIA, AIRFIELD DRAINAGE IMPROVEMENTS, AIP NO. 3-06-0144-034-2022,” dated February 2022.

- (o) DRAWINGS prepared or issued by the City of Madera, Engineering Department numbered Sheets 1 through 18.
- (p) Appendix A - Construction Safety and Phasing Plan
- (q) Appendix B – Construction Management Plan
- (r) ADDENDA
 - No. 1, dated February 23, 2022
 - No. 2, dated March 7, 2022
 - No. _____, dated _____, 2022
 - No. _____, dated _____, 2022
 - No. _____, dated _____, 2022
 - No. _____, dated _____, 2022
- (s) Shop Drawings and Manufacturers' Instructions approved

6. In the event the CONTRACTOR does not complete the WORK within the time limit specified herein or within such further time as authorized, the CONTRACTOR shall pay to the OWNER liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) per day for each and every calendar day’s delay in finishing the WORK beyond the completion date so specified and in the amount of Five Hundred Dollars (\$500.00) per hour for each and every hour’s delay in finishing the work in Phase 3 (runway closure) beyond the times so specified.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. For any moneys earned by the CONTRACTOR and withheld by the OWNER to ensure the performance of the Contract, the CONTRACTOR may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the OWNER and the CONTRACTOR as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the OWNER shall for the time being prevail and the CONTRACTOR, without delaying the job, shall proceed as directed by the OWNER without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the CONTRACTOR be finally determined to be either wholly or partially correct, the OWNER shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the OWNER’S directions as aforesaid. In the event the CONTRACTOR shall neglect to prosecute the work properly or fail to perform any provisions of the CONTRACT, the OWNER, after three days’ written notice to the CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the CONTRACTOR, subject to final settlement between the parties as in this paragraph herein above provided.’

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq.*

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- (2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall

be submitted to the claimant within 30 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.

D. City Council Approval:

If the Owner 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 Owner shall have up to three days following the next duly publicly noticed regular 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.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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 Owner 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 Owner 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 Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. 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. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, 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.

Unless otherwise agreed to by the Owner 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.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner'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.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor" means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

10. In accordance with the provisions of Article 5, Chapter I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the CONTRACTOR is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance.

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the WORK of this Agreement.

11. The CONTRACTOR shall comply with Part 7, Chapter I, Article 2, Section 1773.8 of the Labor Code of the State of California. The CONTRACTOR shall make travel and subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements.

12. The CONTRACTOR shall comply with Part 7, Chapter I, Article 2, Section 1775 of the Labor Code of the State of California. The CONTRACTOR shall, as a penalty to the OWNER, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates as determined by the director for such work or craft in which such workman is employed for any public work done under the Contract by him or by any SUBCONTRACTOR under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the CONTRACTOR.

13. The CONTRACTOR shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The CONTRACTOR shall keep and require that all SUBCONTRACTORS keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him or her in connection with public work. Such payroll records shall be certified and shall be

available for inspection at all reasonable hours at the principal office of the CONTRACTOR by the OWNER, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply. Should non-compliance still be evident after the ten (10) day period, the CONTRACTOR shall, as a penalty forfeit to the OWNER twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

14. Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any SUBCONTRACTOR under him. It is the CONTRACTOR'S responsibility to ensure compliance by both himself and all SUBCONTRACTORS.

Section 1777.5 reads, in part, as follows:

“The CONTRACTOR or SUBCONTRACTOR, if he/she is covered by this section, upon the issuance of the approval certificate, or if he/she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the CONTRACTOR that he/she employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certification exempting the CONTRACTOR from the 1 to 5 hourly ratio as set forth in this section. This section shall not apply to contracts of general CONTRACTORS or to contracts of specialty contractors not bidding for work through a general or prime CONTRACTOR, when the contracts of general CONTRACTORS, or those specialty CONTRACTORS involve less than thirty thousand dollars (\$30,000) or 20 working days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the hourly ratio required by this section.

“‘Apprenticeable craft or trade,’ as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator or Apprenticeship, exempting a CONTRACTOR from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

“When such exemptions are granted to an organization which represents CONTRACTORS in a specific trade from the 1 to 5 ratio on a local or statewide basis the member CONTRACTORS will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.”

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other CONTRACTORS on the public work site are making such contributions. The CONTRACTOR, and any SUBCONTRACTOR under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office.

Willful failure by the CONTRACTOR to comply with the provisions of 1777.5 will subject the CONTRACTOR to the penalties set forth in Section 1777.7 of the Labor Code.

15. In accordance with the provisions of Article 3, Chapter 1, Part 7, Division 2, Sections 1810 and 1817 inclusive of the Labor Code of the State of California, eight (8) hours labor shall constitute a day's work and no laborer, worker, or mechanic in the employ of said CONTRACTOR or any SUBCONTRACTOR doing or contracting to do any part of the work contemplated by this contract shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week except as provided in Section 1815.

The CONTRACTOR and each SUBCONTRACTOR shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each workman employed by him in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the OWNER or its officers or agents and to the Division of Labor Law Enforcement of the Department of Industrial Relations.

The CONTRACTOR shall, as a penalty to the State of political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each workman employed in the

execution of the contract by the CONTRACTOR or by any SUBCONTRACTOR for each calendar day during which such workman 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 Article 3, Chapter 1, Part 7, Division 2 of the Labor Code.

16. The CONTRACTOR shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

17. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

18. The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, included in Part B of Division III of the specifications. The Contractor shall insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts. The Contractor shall further incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services. The Contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider. These provisions shall not be modified.

All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage Rate Determination applicable to this contract is included in Part C of Division III of the specifications.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____
Name and Title

Federal Tax I.D. No. _____

Contractor License No.

DIR Registration Number

Acknowledgment

State of California)

County of _____)

On _____, 2022 before me, _____
(insert name and title of officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)