



Invitation for Bids

No. 202021-07

FOR

Polished Concrete Flooring; Madera Police Department

Date Released: May 14, 2021

**CITY OF MADERA
Police Department**

Bids are due prior to 4:00 P.M., Thursday, May 27, 2021

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INVITATION FOR BIDS No. 202021-07
FOR
POLISHED CONCRETE FLOORING; MADERA POLICE DEPARTMENT

Bids are due prior to 4:00 P.M., Thursday, May 27, 2021

BACKGROUND

It is the City's intent to solicit a company to remove existing flooring, expose and polish existing concrete at the Madera Police Department, located at 330 South "C" Street, Madera, CA.

Bids are due prior to 4:00 P.M., Thursday, May 27, 2021

The Successful Bidder must complete required work within 45 Calendar Days of Notice to Proceed.

INSTRUCTIONS TO BIDDERS

1. No bid proposal will be considered for award unless submitted in the bid format provided in this Information for Bids (IFB).
2. Submit one (1) original and one (1) electronic copy in PDF format on a CD or USB drive of the Contractor's bid. The hard copies and CD or USB drive shall be delivered or submitted to the City of Madera prior to due date and time mentioned above. ***Due to COVID-19 safety precautions, and to ensure the delivery of your bid, it is required that you also email an electronic version to jstickman@madera.gov by the date specified above.***

Bids shall be submitted in a sealed package clearly marked "IFB No. 202021-07 Polished Concrete Flooring; Madera Police Department, DO NOT OPEN UNTIL TIME OF BID" and addressed as follows:

Jennifer Stickman, Procurement Services Manager
Finance Department – Purchasing Central Supply Division
City of Madera
205 W. 4th Street
Madera, Ca. 93638

Bids received after the time and date specified above will be considered nonresponsive and will be returned to the Contractor.

3. Pre-bid meeting and site visit is scheduled for May 24, 2021 at 10:00 A.M. **Face masks will be required.** Those interested in attending are required to call in advance and reserve a space. To reserve a space, call the Purchasing Office at (559) 661-5463, or email jstickman@madera.gov. Participants will meet at the Madera Police Department at 330 South "C" Street, Madera, CA 93638.

4. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants, or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
5. The City reserves the right to reject or accept any or all BIDS or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
6. The City reserves the right to modify this IFB at any time. In the event it becomes necessary to modify or revise the bid proposal document, a written amendment or addenda approved by the Procurement Services Manager shall be issued. Bidder is responsible to contact the City Purchasing Division prior to submitting a bid to determine if any amendments were made to the Request for Bid Proposal.
7. Issuance of the IFB and receipt of bids does not commit the City to award a contract. The City reserves the right to postpone the IFB process for its own convenience, to accept or reject any or all proposals received in response to this IFB.
8. Time of delivery shall be stated as the number of calendar days following the receipt of order by the contractor, to the receipt of goods or services by the City. Time of delivery may be a consideration in the evaluation of the award of the contract or order.
9. The words "bidder" and "contractor" may be used interchangeably throughout this IFB, and are used in place of the person, firm, or corporation submitting a bid on the specifications, or any part thereof.
10. This project is subject to State of California prevailing wages; In accordance with the provisions of Section 1773 of the Labor Code of the State of California, Department of Industrial Relations (DIR), the general prevailing rate for each craft, classification, or type of workman is required to execute the project. Submittal of certified payrolls is required.

Prevailing wage information is available at the following web site:

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

11. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling Finance Department at (559) 661-5408.
12. Contractors shall, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers and seek DBE contractors for construction of project improvements.

13. Any questions related to this IFB shall be submitted in writing to the attention of Jennifer Stickman, Procurement Services Manager via email at jstickman@madera.gov no later than 3:00 P.M., Tuesday, May 25, 2021.

No oral question or inquiry about this IFB/RFQ shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

SCOPE OF WORK

The work to be done consists of clearing furniture, files, and fixtures from flooring areas, remove existing linoleum flooring and carpet flooring and dispose of. Remove glues and adhesives, repair defects (spawls, cracks, joints, etc.), remove wall base. Machine grind floor level and smooth, prepare floor for application of floor treatments, apply acrylic sealer with penetrating hardener in polishing sequence. Apply polished concrete surface to cured and prepared concrete floor, continue polishing with progressively finer grit to achieve acceptable gloss or polished sheen.

CONTRACTOR LICENSE & DIR REQUIREMENTS

In accordance with the provisions of Section 3300 of the Public Contract, the general contractor for this project shall have a Class B General Building Contractor or a Class C-61/D-6 Concrete Related Services Contractor, California State Contractor's License issue in accordance with the provisions of the Contractors State license Law, California Business and Professions Code, Division 5 Chapter 9, as amended.

All contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR at time of bid. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the bidder, and its subcontractor(s), of any tier, shall maintain active registration with the DIR for the duration of the project.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

- Contractor shall maintain limits no less than: \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance

Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, 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 the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the 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 the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The 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 the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the 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.

Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall indemnify, defend and hold harmless, CITY OF MADERA, AND ITS OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS OF THE ABOVE from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.

EXPLANATION OF BID ITEMS:

MEASUREMENT OF QUANTITIES Unless otherwise specified, quantities of work shall be determined from field measurements by the Project Manager in accordance with Section Nine of the State Standard Specifications.

CONTRACT PAYMENTS The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, tools, equipment, transportation, services, documentation, and incidentals and for doing all work involved as required by the Plans and Specifications, Special Provision, State Standards, Legal and Safety Provisions and all other Provisions of the Contract Documents.

All materials and/or products provided for this project shall comply with City of Madera and/or Caltrans Standard Plans and Specifications as indicated by the various bid items. Certificates of Compliance indicating type of materials and source shall be provided to the Project Manager.

Full compensation for all expenses involved in conforming to the requirements for measuring materials or work shall be considered as included in the unit or lump sum prices paid for the materials and work being measured, and no additional compensation will be permitted.

The Police Department shall assign a Project Manager to coordinate daily Construction Activities and approve the Contractor's phasing of work.

BID ITEM NO. 1 - MOBILIZATION, BONDS, INSURANCE & PERMITS (NOT TO EXCEED \$5,000)

This is a lump sum bid item for Mobilization. This item shall consist of the movement of personnel, equipment, supplies, and incidentals to the project site, including any remobilization necessary because of the required construction schedule or sequencing.

At minimum items to be included under mobilization:

1. Moving on the site any equipment required for first month operation.
2. Establishing fire protection system.
3. Maintain Building safety.
4. Developing construction water supply.
5. Providing on-site sanitary facilities and potable water.
6. Arranging for and erection of Contractor's work and storage yard.
7. Subcontractors insurance and bonds.
8. Obtaining all required permits, City license, and fees.
9. Developing Construction Schedule with Project Manager for project duration.
10. The Construction Schedule shall include phasing of work to allow for the continuation of daily operations of the Police Department, 24/7 hours of operations.

This item shall be bid on a lump sum basis and shall include cost of mobilization, demobilization, necessary bonds, insurance, permits, licenses, and fees required during the performance of the work. This item includes any remobilization necessary because of required construction schedule or sequencing. The Contractor's lump sum bid for Bid Item No. 1 shall not exceed **\$5,000**. Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount.

BID ITEM 2 – CLEARING FURNITURE, FILES AND FIXTURES FROM FLOORING AREAS

This item shall be bid on a lump sum basis and shall include full compensation for furnishing all labor (including flagmen), materials, tools, equipment and incidentals, and for doing all work involved for the Contractor's convenience and enabling completion of work. All costs associated with this item shall be included in the lump sum price and no additional payment will be made. Payments shall be prorated over the term of the contract.

BID ITEM 3 – REMOVE & DISPOSE OF LINOLEUM FLOORING

This is a lump sum bid item for the removal and disposal of existing linoleum flooring within the designated project areas, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 4 – REMOVE & DISPOSE OF CARPET FLOORING

This is a lump sum bid item for removal and disposal of existing carpet flooring, all inclusive, in accordance with the project plans and specifications, and as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 5 – REMOVE GLUES AND ADHESIVES, & CLEANUP

This is a lump sum bid item for the removal and disposal all surface glues and adhesives from linoleum and carpet areas (some preliminary grinding may be necessary for the removal), within the designated project areas, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 6 – REPAIR FLOOR DEFECTS (SPAWLS, CRACKS, JOINTS, ETC.)

This is a lump sum bid item for the repair of flooring defects after removal of linoleum and carpeting flooring within the designated project areas, the work shall include repair of existing spawls, cracks and existing construction joints, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 7 – REMOVE & REPLACE WALL BASE

This is a lump sum bid item for the removal and disposal of existing linoleum flooring within the designated project areas, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 8 – MACHINE GRIND FLOOR – LEVEL & SMOOTH

This is a lump sum bid item for the machine grinding existing flooring within the designated project areas, the floor grinding shall be produce a level and smooth surface acceptable for the next step of the work, application of surface treatments, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 9 – PREPARE FLOOR FOR APPLICATION OF SURFACE TREATMENTS

This is a lump sum bid item for the preparation of floor surface for the application of surface treatment(s) within the designated project areas, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 10 – APPLY ACRYLIC SEALER WITH PENETRATING HARDENER

This is a lump sum bid item for the application of an acrylic sealer and penetrating hardener, the Contractor shall submit manufacturers information on the proposed product for approval by the Project Manager, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 11 – APPLY POLISHED CONCRETE FINISH TO CURED & PREPARED CONCRETE FLOOR

This is a lump sum bid item for the removal and disposal of existing linoleum flooring within the designated project areas, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 12 – CONTINUE POLISHING WITH PROGRESSIVELY FINER GRIT TO ACHIEVE ACCEPTABLE GLOSS OR POLISHED SHEEN

This is a lump sum bid item for the Contractor shall continue floor polishing to achieve the acceptable gloss or polished sheen, as determined by polishing a sample area of building floor approved by Project Manager, all inclusive, in accordance with the project plans and specifications, as directed by the Project Manager.

The contract lump sum price paid for shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, as shown on the Drawings, in conformance with the provisions in the Specifications, and as directed by the Project Manager and no additional payment will be made therefore.

BID ITEM 13- MISCELLANEOUS FACILITIES AND OPERATIONS (NOT TO EXCEED \$2,000)

This is a lump sum bid for miscellaneous facilities and operations which includes all miscellaneous facilities or work shown or specified on the plans and specifications, or work patently necessary for the completion of the work as specified, and not specifically included in any other bid item. The Contractor's lump sum bid for this bid item shall not exceed **\$2,000**. Should the actual cost exceed this amount, the excess cost shall be spread over the various bid items. No additional payment will be made should actual cost exceed this amount.

This item shall include, but not be limited to, the following:

1. Construction meetings with Police Department Representative as required for each phase of work

2. Maintaining access to interior offices for Police Department personnel affected by the work
3. Replacement of existing improvements/facilities damaged during construction
4. Demobilization for the work
5. Cleaning during construction and final cleanup
6. Protecting approved electrical facilities at locations necessary for equipment use during construction.

BID PROPOSAL FORM

FOR

POLISHED CONCRETE FLOORING; MADERA POLICE DEPARTMENT

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual), or (a partnership), or (a corporation), to the City of Madera (hereinafter called "OWNER"):

In compliance with the City advertisement for Bids, BIDDER hereby proposes to perform all work required for "**Polished Concrete Flooring; Madera Police Department**", in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to perform the work, under this Contract, in accordance with the NOTICE TO PROCEED. The work to be done consists of clearing furniture, files, and fixtures from flooring areas, remove existing linoleum flooring and carpet flooring and dispose of. Remove glues and adhesives, repair defects (spawls, cracks, joints, etc.), remove wall base. Machine grind floor level and smooth, prepare floor for application of floor treatments, apply acrylic sealer with penetrating hardener in polishing sequence. Apply polished concrete surface to cured and prepared concrete floor, continue polishing with progressively finer grit to achieve acceptable gloss or polished sheen.

The undersigned, as BIDDER has carefully examined the attached City Project Drawing and the location of the proposed work, the proposed form of contract, and the plan therein referred to; and he proposes and agrees if this proposal is accepted, that the BIDDER will contract with the City of Madera 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 OWNER as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Payment for contracted work shall be paid within 30 days of project acceptance and receipt of Contractors final billing.

Checklist of Forms to Accompany Bid: As a convenience to Proposers, following is a list of the forms, included in this IFB, which must be included with Bids:

1. Bid Proposal Form
2. Bid Schedule
3. Attachment A - Vendor Application Form
4. Attachment B – Floorplan
5. Attachment C – Sample Construction Agreement

BID SCHEDULE

The following Bid Schedule lists the items necessary to complete the work. Bidder will fully complete the schedule including the total price of each item. If the total cost of any item or the Total Base Bid is inconsistent with the unit cost, the unit cost shall prevail. Payment of each item will be based on the actual quantity, except for those items bid lump sum and those items that are noted as fixed quantities.

BID SCHEDULE for Polished Concrete Flooring; Madera Police Department, IFB 202021-07

Item	Description	Unit of Measure	Approx. Qty.	Unit Price	Total Amt (\$)
1	Mobilization, Bonds, Insurance and Permits (not to exceed \$5,000)	LS	1		
2	Clearing Furniture, Files & Fixtures from Flooring Areas	LS	1		
3	Remove and Dispose of Linoleum Flooring	LS	1		
4	Remove and Dispose of Carpet Flooring	LS	1		
5	Remove Glues, Adhesives & Clean Surface	LS	1		
6	Repair Floor Defects (spawls, cracks, joints, etc.)	LS	1		
7	Remove & Replace Wall Base	LS	1		
8	Machine Grind Floor - Level & Smooth	LS	1		
9	Prepare Floor for Application of Floor Treatments	LS	1		
10	Apply Acrylic Sealer with Penetrating Hardener	LS	1		
11	Apply Polish Concrete Finish to Cured & Prepared Concrete Floor	LS	1		
12	Continue Polishing with Progressively Finer Grit to Achieve Acceptable Gloss or Polished Sheen	LS	1		
13	Miscellaneous Facilities and Operations (not to exceed \$2,000)	LS	1		

TOTAL OF BID ITEMS 1 THROUGH 13, INCLUSIVE: \$_____

Total Amount of Bid (in words) is _____ Dollars and _____ Cents.

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

The bid amount includes all local, State & Federal taxes.

SUBMITTED BY:

Date

Signature

Title

Company

Address

License/License Number

DIR Registration No.

Federal Tax I.D. No.

ATTACHMENTS

ATTACHMENT A

**VENDOR INFORMATION FORM
FOR**

IFB No. 202021-07 for Polished Concrete Flooring; Madera Police Department

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT CONTRACTOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Bids: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Madera Business License Number: _____

(If none, you must obtain a City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date: _____

ATTACHMENT B

FLOOR PLAN



Approx. 200 Sqft
Approx. 758'



ATTACHMENT C

SAMPLE CONSTRUCTION AGREEMENT

AGREEMENT

THIS AGREEMENT made this ___ day of ____ 2021, between the City of Madera, hereinafter called "**OWNER**", and <INSERT NAME OF SUCCESSFUL BIDDER> doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

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

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "POLISHED CONCRETE FLOORING; MADERA POLICE DEPARTMENT"

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 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 \$_____, 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 the Bid Schedule.

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

- a) Invitation for Bids No. 202021-07 Polished Concrete Flooring; Madera Police Department
 - b) Instruction for Bidders
 - c) Scope of Work
 - d) Contractor License & DIR Requirements
 - e) Insurance Requirements for Contractors
 - f) Hold Harmless and Indemnification Agreement
 - g) Explanation of Bid Items
 - h) Bid Proposal
 - i) Bid Schedule
 - j) Attachment A Vendor Information Form
 - k) Attachment B Floor Plan
 - l) Agreement
- Addenda Nos. ___, dated _____

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 **Eight Hundred Seventy Dollars (\$870.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date 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:

- I. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.
- II. 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.

III. 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) Owner's Failure to Respond to Claim:

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

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 by 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 Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's 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 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 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**.

12. 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 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 to the **OWNER** forfeit 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 or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in 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 itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he 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 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 journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (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). Any work performed by a journeyman in excess of eight hours per day or forty (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 of 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, or

- (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 Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. 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.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and 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** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. 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 legal counsel fees, expert fees, and all other costs and fees of litigation. The **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 of this Agreement.

Contractor 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 an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City 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 City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR CONTRACTORS", pages 5-7 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **<INSERT NAME OF SUCCESSFUL BIDDER>** may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

a) This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **<INSERT NAME OF SUCCESSFUL BIDDER>** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

b) City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- I. An illegal use of funds by **<INSERT NAME OF SUCCESSFUL BIDDER>**;
- II. A failure by **<INSERT NAME OF SUCCESSFUL BIDDER>** to comply with any material term of this Agreement;
- III. A substantially incorrect or incomplete report submitted by **<INSERT NAME OF SUCCESSFUL BIDDER>** to City.

In no event shall any payment by City or acceptance by **<INSERT NAME OF SUCCESSFUL BIDDER>** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **<INSERT NAME OF SUCCESSFUL BIDDER>** the repayment to City of any funds disbursed to **<INSERT NAME OF SUCCESSFUL BIDDER>** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera Police Department
330 South "C" Street
Madera, Ca 93638

To the Contractor: _____

Notices. All notices and communications from the **<INSERT NAME OF SUCCESSFUL BIDDER>** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance with Laws- City shall comply with all Federal, State, and local laws, ordinances, regulations, and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **<INSERT NAME OF SUCCESSFUL BIDDER>** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **<INSERT NAME OF SUCCESSFUL BIDDER>** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and

<INSERT NAME OF SUCCESSFUL BIDDER> in connection to the Project and correctly sets forth the obligations of the City and **<INSERT NAME OF SUCCESSFUL BIDDER>** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **<INSERT NAME OF SUCCESSFUL BIDDER>** nor City will assign its interest in this Agreement without the written consent of the other.

30. During the performance of this agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

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

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE 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

<INSERT NAME OF SUCCESSFUL BIDDER>
Herein Called CONTRACTOR

BY: _____
Signed

BY: _____
Name and Title

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

State of California)

County of _____)

On _____, 2021 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)